

Contract Summary Sheet

Contract (PO) Number: 29659

Specification Number: 105081

Name of Contractor: CDW GOVERNMENT, LLC

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: PROVISION OF SOFTWARE, APPLE PRODUCTS, PANASONIC RUGGEDIZED NOTEBOOKS, NETWORK EQUIPMENT, SERVERS, STORAGE SOLUTIONS , AND RELATED MAINTENANCE AND INSTALLATION SERVICES

Term of Contract: Start Date: 10/1/2014

End Date: 9/30/2017

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$33,100,000.00

Brief Description of Work: PROVISION OF SOFTWARE, APPLE PRODUCTS, PANASONIC RUGGEDIZED NOTEBOOKS, NETWORK EQUIPMENT, SERVERS, STORAGE SOLUTIONS , AND RELATED MAINTENANCE AND INSTALLATION SERVICES

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1064105

Submission Date:

OCT 15, 2014

Spec. No. 105081
P.O. No. 29659
Vendor No. 1064105A

AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF INFORMATION AND TECHNOLOGY**

AND

CDW GOVERNMENT LLC



PROVISION OF SOFTWARE, APPLE PRODUCTS, PANASONIC RUGGEDIZED
NOTEBOOKS, NETWORK EQUIPMENT, SERVERS, AND STORAGE SOLUTIONS
(Subject of Agreement)

**RAHM EMANUEL
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- EXHIBIT 1 SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
- EXHIBIT 2 SCHEDULE OF COMPENSATION
- EXHIBIT 3 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT
- EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
- EXHIBIT 6 BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT 7 LIST OF KEY PERSONNEL
- EXHIBIT 8 PROTOCOLS FOR ORDERS, IT ORDER REQUESTS and SOWs
- EXHIBIT 9 CONTRACTOR PRODUCT RETURN POLICY
- EXHIBIT 10 TRAVEL GUIDELINES
- EXHIBIT 11 CITY DATA SECURITY POLICY

AGREEMENT

This Agreement is entered into as of the 1st day of October, 2014 ("Effective Date") by and between CDW Government LLC, an Illinois limited liability company ("Contractor" or "CDWG"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Information and Technology ("City"), at Chicago, Illinois. The City and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Information Officer" means the Chief Information Officer of the City and any representative duly authorized in writing to act on her behalf.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his or her behalf.

"CSC" means the distribution warehouse operated by CDWG in the greater Chicagoland area. For any particular Order, CDWG may be required by the terms of such Order to take delivery at such facility of Products ordered by the City and to perform at such facility various services described herein.

"CDWG Catalog" means the catalog published by CDWG, of general applicability to commercial customers of CDWG, containing item descriptions and prices of Products that CDWG routinely offers for sale.

"Commissioner" means the commissioner of the Department, and any representative authorized in writing to act on the Commissioner's behalf.

"Department" means the City Department of Information and Technology. The Department may also be referred to herein as DOIT.

"Documentation" means any and all operator's and user's manuals, training materials, guides commentary, listings, drawings, specifications and other materials for use in conjunction with the Software or Equipment. CDWG shall ensure, as applicable, the delivery to the City of a copy of the Documentation for each licensed user identified of the Software.

"Equipment" means those Products that are computer hardware, or other network or server equipment.

"Order" means an order issued under this Agreement for Products that are included in the CDWG Catalog. The protocols for Orders, including lists of persons authorized to make Orders, are included in Exhibit 8.

"Product" means the multi-manufacturer computer software, and including software as a service ("Saas"), Apple hardware, Panasonic ruggedized notebooks, multi-manufacturer network equipment, multi-manufacturer servers, and storage solutions generally described in Exhibit 1. Products may be those that (1) CDWG routinely offers for sale as part of its catalog, or (2) those that CDWG does not routinely offer for sale, i.e. those for which the City requests CDWG approach a manufacturer or licensor on behalf of the City. This Agreement does not include the sale to the City of desktop computer hardware or peripherals, except as expressly provided in this Agreement with respect to Apple or Panasonic hardware. For purposes of this Agreement, servers and storage solutions refer to hardware devices.

"IT Order Request" means a request for Products that are not included in the CDWG Catalog that may be issued by the City to CDWG subject to the terms of this Agreement. The protocols for IT Order Requests, including lists of persons authorized to initiate them, are included in Exhibit 8. In Exhibit 1 Scope of Services, "IT Order Request" shall mean the request for Products as described here, or "SOW Services", as defined below, depending upon whether the context refers to the purchase of products or services.

"Services" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Sister Agencies" means Cook County, Chicago Public Schools, Chicago Transit Authority, Chicago Housing Authority, Chicago Park District, Chicago Board of Education, City Colleges of Chicago, Chicago Board of Elections, Metropolitan Pier and Exposition Authority and the Municipal Courts.

"Software" means commonly used productivity software, specialized line of business software and software as a service (SaaS) and any related licenses or warranties issued by the manufacturer.

"Statement of Work" or **"SOW"** means a document drafted by Contractor and signed by both parties that sets forth the details of the SOW Services to be provided by Contractor for the City, and any additional terms applicable to such SOW Services. The protocols for entering into an SOW, including lists of persons authorized to initiate them, are included in Exhibit 8.

"SOW Services" means those Equipment installation, training or break-fix warranty services, as described in Section 1.6 of Exhibit 1 of this Agreement, and which are compensated pursuant to the rate card fees set forth in Exhibit 2. For clarification, break-fix warranty services are those services that are not covered under a manufacturer warranty or under a regular maintenance program purchased by the City. In Exhibit 1 Scope of Services, "IT Order Request" shall mean the request for Products as described in IT Order Request, defined above, or "SOW Services", as defined here, depending upon whether the context refers to the purchase of products or services.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subContractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

1.2 Interpretation

(a) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Business Associate Agreement
Exhibit 7	List of Key Personnel
Exhibit 8	Protocols for Orders, IT Order Requests and SOWs
Exhibit 9	Contractor Product Return Policy
Exhibit 10	Travel Guidelines
Exhibit 11	Data Security Policy

1.4 Order of Precedence

In the event of a conflict or inconsistency between terms within the component parts of the Agreement, the following order of precedence shall govern:

- (1) Articles 1 through 11
- (2) Exhibits
- (3) SOW
- (4) Any CDWG documentation that is generally made available to the public or to similarly situated CDWG customers and that is incorporated by reference, either directly or indirectly, in this Agreement.

Further, any provision in any CDWG documentation that is incorporated by reference directly or indirectly in this Agreement with regard to which the City is prohibited by law from agreeing to or abiding by is deemed to be of no effect as applied to the City.

ARTICLE 2. GENERAL CONDITIONS

2.1 General Purpose

The terms of this Agreement will govern, and will establish the terms and conditions applicable to, the provision of the Services and Products under this Agreement. Under this Agreement, Contractor will sell to the City, as requested in Orders to be issued by the City, Products that appear in the CDWG Catalog, and will assist the City in its purchase of Products that do not appear in the CDWG Catalog, as requested by the City. Contractor understands and acknowledges that it does not have an exclusive right to sell Products to the City, and that the City accordingly may buy Products, during the term of this Agreement, from other sources. Exhibit 1 contains a more detailed Scope of Services, which covers, in addition to the obligations to sell Products to the City, such ancillary Services related to such sales, including, as requested by the City, services relating to tagging of Equipment, installation of Products, training and warranty maintenance services with respect to the Products. The description of Services in Exhibit 1 is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. This Agreement does not involve the purchase of hardware or peripherals except as expressly provided otherwise in this Agreement, with respect to certain Apple or Panasonic Equipment. For purposes of this Agreement, "computer hardware and peripherals" does not mean servers, network equipment, or storage solutions.

2.2 Intentionally deleted.

2.3 Orders

A. CDWG Catalog Products

Orders for Products Contained in the CDWG Catalog will be in the form of a written City of Chicago Blanket Release (also known as "purchase order release" or "sub-order" and may be referenced as "Orders" in this Agreement) that will be issued by the City and sent to the Contractor. Blanket Releases will indicate the specification number, Contract/purchase order number, product description, quantities ordered for each line item, unit cost based upon the CDWG Catalog, total cost, shipping address, delivery date, fund chargeable information, and other pertinent instructions regarding delivery. The Contractor must not honor any verbal orders or make deliveries without receipt of a written Blanket Release issued by the City. With the exception of the Department of Innovation and Technology, departments of the City may place orders under this Agreement only when the value of such order is less than \$50,000 and only when the items ordered have been pre-approved for such purchase by the Chief Information Officer, and Contractor must not honor orders from City departments (other than the Department of Innovation and Technology) that exceed these restrictions. For orders over \$50,000, departments of the City must obtain approval from the Chief Information Officer prior to placing order with Contractor.

Any items provided by Contractor without a signed Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City in accordance with the requirements set forth in this Agreement, the Contractor releases the City from any liability whatsoever to pay for any items provided without a signed Blanket Release. Any Blanket Releases modified by Contractor must be signed by the City prior to Contractor's fulfillment of the Order.

B. Non-CDWG Catalog Products

From time to time, the City may issue IT Order Requests to CDWG to assist the City in the purchase of Products that are not listed in the CDWG Catalog. The City will do so by issuing a written request from the Chief Information Officer to CDWG for such Products. Upon its written consent, CDWG may then undertake the Services, set forth in this Agreement, including in Exhibit 1, with respect to such Non-CDWG Catalog Products, which may involve, as requested by the City, advising the City regarding suitable Products for City's requirements, obtaining bids from authorized distributors of such products and advising the City on issues pertaining to pricing. If the City decides to purchase the Product, it will request CDWG to place the order on its behalf. If CDWG is able and agrees to provide such Product to the City, CDWG will include such Product in its catalog, subject to pricing requirements set forth in Exhibits 1 and 2, and the City may place orders for such Products pursuant to the process set forth in Section 2.3A. The City may also request that CDWG store such products in its storage facilities and deliver to the City as required by the City. In the Services pertaining to City's procurement of Products not included in the CDWG Catalog, CDWG shall owe a fiduciary duty to the City.

C. Additional Terms. The City reserves the right to procure any Product, including Products included in the CDWG Catalog, through an IT Order Request, if the City determines that it is in the best interests of the City to negotiate terms that are more protective of the City with respect to the Product identified in the IT Order Request.

D. SOW Services. The City may procure SOW Services from Contractor pursuant to an SOW, entered into by the parties in accordance with the procedures set forth in Exhibit 8 Protocols for Order and IT Order Requests. Contractor shall perform or cause to be performed the SOW Services for no more than the hourly rates set forth in Exhibit 2. Unless alternate SOW terms are expressly provided for in this Agreement, any terms and conditions in a SOW that conflict with, are inconsistent with, or shift the allocation of risk contemplated in this Agreement, are void and of no effect, unless accepted in writing as an amendment to this Agreement pursuant to Section 9.3 in this Agreement. If the SOW Services to be performed under an SOW are to be funded from a fund other than that identified by the number set forth in Section 4.3, the applicable fund number must be included in the SOW. For clarification, SOW Services with regard to which legal or business provisions of this Agreement are deficient, may be entered into only pursuant to Section 9.3 of this Agreement.

E. Protocols for Orders and IT Order Requests. Contractor agrees to accommodate and abide by the regulations related to ordering procedures, as may be promulgated by the Chief

Procurement Officer, from time to time. The procedures currently in effect are set forth in Exhibit 8 Protocols for Orders and IT Order Requests. Any volume discounts applicable to the City's procurement of the Products shall be calculated based upon the volume of the City's orders aggregated together with the orders of any Sister Agencies for the respective Products during the term of this Agreement.

2.3.1 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

2.4 Delivery and Acceptance

2.4.1 Delivery of CDWG Catalog Products

Unless otherwise agreed to in an IT Order Request, Contractor must deliver CDWG Catalog Products in accordance with the following terms. Standard overnight delivery shall be provided at no charge to the City. Other expedited delivery options, including Priority Overnight, same day delivery, and Saturday delivery are available upon request, and additional charges may apply.

Order-to-delivery timeframe will as set forth in the Service Level requirements in Exhibit 1, Scope of Services. Contractor must deliver CDWG Catalog Products under the applicable shipping terms to the location specified in the Blanket Release, and must comply with any requirements pertaining to delivery set forth in Exhibit 1. All deliveries will be F.O.B. destination (City of Chicago).

2.4.2 Delivery of Non-CDWG Catalog Products

Delivery of Non-CDWG Catalog Products will be made as agreed upon in an IT Order Request by the parties in accordance with Section 1.10 and 1.11 of Exhibit 1 Scope of Services.

2.4.3 Inspection and Defects and Returns

The City will have the right to inspect any Products provided under this Agreement. Upon delivery of the Product, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. This does not limit the City's right to conduct subsequent inspection of the Product delivered, including inspections conducted after the Product is installed. The City acknowledges that any opened or downloaded software will be subject to the warranty and return policies of the manufacturer, along with the return policy of CDWG.

If defects or omissions are discovered in the initial or subsequent inspections of Product, the City may exercise any or all of the remedies set forth in Exhibit 9 Contractor Product Return Policy, or set forth elsewhere in the Agreement, including Exhibit 1.

The City may return non-defective Products in accordance with the terms set forth in Exhibit 9 Contractor Product Return Policy.

Notwithstanding any terms in this Agreement, including within Exhibit 9, to the contrary, the City will not be subject to re-stocking charges for any reason under this Agreement.

Contractor shall be responsible for picking up from the City, at its expense, any defective Products, with regard to which the City had notified Contractor of the defect during the defective Product return period set out in Exhibit 9. Any terms regarding return of Products set forth in this Agreement, including in the exhibits, that are more advantageous to the City than those set forth in Contractor's return policy, attached as Exhibit 9, shall take precedence over the terms of such Return Policy.

2.4.4 Shipment Errors

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered Product, over-shipments of Product, or Product that otherwise does not comply with the applicable Order within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of Products promptly after notification by the Department.

The City of Chicago will not be subject to restocking charges due to shipment errors. Repeated errors in shipments will be an event of default under this Agreement.

2.4.5 Acceptance

Products provided under this Agreement will be deemed to be accepted by the City upon delivery. The parties may negotiate a longer period for acceptance in an IT Order Request or SOW. The Department may perform compliance testing as set forth in Exhibit 1.

2.5 Warranties

(a) Software. CDWG warrants that with respect to Software, CDWG is an authorized distributor/reseller, that the Software is new and complies with the Documentation, and that the City will acquire the Software license and warranty rights established by the Software manufacturer. It is the City's intent to procure SaaS applications that conform with the City's Data Security Policy, as it may be modified by the City from time to time. Consequently, upon request from the City, CDWG will forward a copy of the City's Data Security Policy, as provided to CDWG by City at the time of such request by City, to any SaaS provider from which City has indicated an intent to procure SaaS Software, and CDWG will notify the SaaS provider to identify to City any aspects of the Data Security Policy that the SaaS provider is unable to meet.

(b) Equipment. CDWG warrants that with respect to all Equipment supplied under this Agreement, at a minimum and in addition to all warranties that may be implied by law, Equipment will be new and shall conform with the manufacturers' specifications, drawings and other Documentation for such Equipment, unless otherwise agreed to by the parties in an IT Order Request or SOW. Upon payment in full, all Equipment provided hereunder shall be free and clear of all liens and encumbrances, and clean title shall pass to the City upon the City's acceptance of the Equipment. CDWG further represents and warrants that it is an authorized distributor/reseller and that Equipment will carry all original product warranties, including manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and accessories.

(c) Products not included in CDWG Catalog. CDWG agrees to act as a fiduciary to the City with respect to Services in connection with the City's procurement of Products that are not included in the CDWG Catalog.

(d) SOW Services.

(i) Contractor must perform all SOW Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the SOW Services to be provided under this Agreement. Contractor acknowledges that it may be entrusted with or have access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its

Services.

(ii) The Contractor warrants that with respect to the SOW Services, SOW Services will conform with the functional requirements of the SOW. This performance warranty shall be limited in time to thirty (30) calendar days following completion of each portion of the SOW Service. CDWG will either reperform or issue a refund for, at the City's option, any defective portion of service. The parties may agree to a longer warranty period in an SOW. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

(e) Contractor must be appropriately licensed to perform the SOW Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. To the extent applicable, Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

(f) In the case of Third Party Services (meaning services where Contractor acts as a sales agent, for example, for extended warranty protection), the City will look to the third party and not Contractor for the performance of such services and any related warranty protection.

2.6 Deliverables

In carrying out its Services, Contractor may be required to prepare or provide to the City various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City under this Agreement.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

2.6A City's Policies and Procedures

Contractor covenants that it, the Contractor personnel, Subcontractors of Contractor and their respective employees, and all other agents and representatives of Contractor, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time and as provided to Contractor in writing) that reasonably pertain to Contractor in connection with Contractor's performance of SOW Services hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Contractor's proprietary information. Written copies of such policies and procedures shall be provided to Contractor by City upon request. Prior to performing SOW Services hereunder, each of the Contractor personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Contractor shall issue to each Contractor personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanism shall be used only by the specific individuals to whom issued. Contractor shall provide each Contractor personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Contractor shall, from time to time, and promptly upon City's request, provide City with an undated list of those Contractor personnel who have the highest level of access to City's systems, software and data. Contractor shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Contractor with respect to its own similar systems and data. Contractor shall cooperate with City in ensuring Contractor's compliance with the policies and procedures described in this Section 2.6A, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Contractor personnel to City's information systems, networks, equipment, property and facilities.

2.7 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(b) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace key personnel in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 7.

(c) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement as required by applicable law.

2.8 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the sale of Products and the provision of the other Services described herein, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), Sec. 2-92-420 *et seq* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises in accordance with the terms set forth in Exhibit 3.

2.9 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

2.10 Indemnification and Limitation of Liability

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all third party Losses, including those related to:

- (i) injury, death or damage of or to any person or tangible personal property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright) with respect to the Services, to the extent that the alleged violation relates to intellectual property originating from or created by Contractor and not a third party;

(iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor, provided that such failure of performance would constitute an event of default under the Agreement;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

(f) NEITHER PARTY TO THIS AGREEMENT, INCLUDING ALL AFFILIATES, PERSONNEL, DIRECTORS, VENDORS, AND SUBCONTRACTORS SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR ANY OTHER INDIRECT DAMAGES. IN THE EVENT OF ANY DAMAGES UNDER THIS AGREEMENT, ALL SUCH DAMAGES SHALL BE LIMITED TO THE GREATER OF (i) \$1 MILLION, or (ii) AMOUNTS PAID BY THE CITY TO CONTRACTOR OVER THE PREVIOUS TWELVE (12) MONTH PERIOD. Notwithstanding any provision to the contrary contained elsewhere in this Agreement, the disclaimer of damages and limitations on monetary liability set forth in this Section 2.10(f) shall not apply in connection with: (i) Contractor's gross negligence or intentional or willful misconduct; (ii) third-party claims relating to Contractor's indemnification obligations under this Agreement, and (iii) claims for damages for bodily injury or death and damage to real or tangible personal property.

2.11 Ownership of Documents

Except as provided below in this Section 2.11, all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.12 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.7. Notwithstanding any terms to the contrary in this Section 2.11, Contractor shall retain ownership of its "Pre-Existing Work" (defined below), and the City is granted an irrevocable, non-transferable, royalty-free, perpetual license to use Pre-Existing Work in conjunction with the Services or Products.

2.12 Copyright Ownership

(a) Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" to the extent that they are (a) uniquely prepared for the City; and (b) identified with the capitalized term "Deliverable" in an SOW ("Work for Hire Deliverables"), within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Sec. 101 *et seq*, and that the City will be the sole copyright owner of the Work For Hire Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Work For Hire Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals

for them, and other intangible, intellectual property embodied in or pertaining to the Work For Hire Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Work For Hire Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Work For Hire Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Work For Hire Deliverables. Contractor warrants that the Work For Hire Deliverables are complete, entire and comprehensive, and that the Work For Hire Deliverables constitute a work of original authorship. Contractor reserves the right to make work product similar to, or based on the Work For Hire Deliverables for other customers.

(b) "Pre-existing Work" shall mean the proprietary technology, processes, know-how or tools used by Contractor in the creation of Deliverables, including, but not limited to the systems, technology, website design, policies and procedures and data layouts . The City will not obtain any ownership interest in the Pre-existing Work. Contractor grants to City all rights necessary to access and use the Pre-existing Work such that the City may utilize and have the quiet enjoyment of the Services, Products and Deliverables that Consultant is obligated to provide pursuant to this Agreement. Additionally, to the extent any of the Deliverables include, in whole or in part, Pre-existing Work, the Contractor hereby grants the City, including City's agents, a perpetual, irrevocable, fully-paid up, non-exclusive license for the use of any such Pre-existing Work as part of the Deliverables, including the right to reproduce, display, make copies of and prepare derivative works based on the Pre-existing Work.

(c) With regard to Deliverables that are Products, ownership and licensing rights shall apply as set forth in the end user license agreement for each Product.

2.13 Records and Audits

(a) Records

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment

made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, products, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or

Services provided in the audited period, then Contractor must reimburse the City for the full, commercially reasonable cost of the audit.

Failure of Contractor to reimburse the City in accordance with the subsection above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys fees.

2.14 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement. Contractor agrees to abide by the terms of the City Data Security Policy, attached as Exhibit 11, as may be applicable to the performance of the Services, including SOW Services.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Chief Information Officer.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Chief Information Officer and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If

Contractor fails to comply with the applicable provisions under the Act or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

2.15 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement. For clarification, a change in ownership of publicly traded shares of the Contractor in an amount less than 7.5% shall not be deemed an assignment, delegation or transfer of Contractor's rights or obligations under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor must ensure that all subcontractors with which Contractor has contracted for performance under this Agreement have agreed to provisions substantially similar to those contained in this agreement as applicable to the performance of services. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under Sec. 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, for a period of three (3) years, as that date may be extended under Section 3.3.

3.2 Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the time limits required under any request for services pursuant to the provisions of Section 2.1 and Exhibit 1 or as set forth in any SOW.

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

3.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two additional two-year periods, under the same terms and conditions as this original Agreement, by notice in writing to Contractor.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

A. CDWG Catalog Products

For CDWG Catalog Products, Contractor must supply such Products for no more than the percentage discount/cost plus mark-up set forth in Exhibit 2.

B. Non-CDWG Catalog Products. Contractor shall provide the Products identified in the IT Order Request, for the lesser of the price (a) as described in Exhibit 2, as applicable to the manufacturer of the Non-CDWG Catalog Product, or (b) if the manufacturer of such Product is not included in Exhibit 2, then the price shall be as agreed upon in the IT Order Request, subject to any pricing limitations set out in this Agreement.

C. Facility. The City, in an Order or IT Order Request, may specify various Services to be performed at the CSC for the items covered in the Order or IT Order Request. Such eligible Services are listed in Exhibit 1, and the prices for such Services are contained in Exhibit 2. If the Contractor receives such an Order or IT Order Request, it must perform the Services described at the prices contained in Exhibit 2.

D. SOW Services. City will compensate Contractor based upon the rates set forth in Exhibit 2, as applicable. The rates shall remain fixed throughout the term of the Agreement. If provided for in an SOW, Contractor may be compensated for any travel in accordance with Exhibit 10 Travel Guidelines.

4.2 Method of Payment

Contractor must submit monthly invoices (in triplicate) to the City for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

4.3 Funding

The source of funds for payments under this Agreement are Fund numbers 014.0100.0062005.0446.220446. Payments under this Agreement must not exceed \$33,100,000.00 without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

4.5 Taxes

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

4.6 Subcontractor Payments

The Contractor will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at <https://chicago.mwdbe.com>.

4.7 Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, or to the extent such credits arise in connection with any service level agreements set forth in the Contract, such credits belong to the City and not any specific department of the City. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the City. Contractor must reflect any such credits on the next invoice issued to the City following the City's incurring the credit. The amount of any credits remaining after City has paid all invoices under this Agreement shall promptly be remitted to the City.

ARTICLE 5. DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") available online at the City of Chicago Department of Procurement Service's webpage. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, following the Effective Date, additional provisions related

to nondiscrimination may apply, upon agreement of the parties pursuant to Section 9.3.

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.5 Business Relationships with Elected Officials

Pursuant to Sec. 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any

City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Sec. 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.6 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is \$11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required by applicable law for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. ~~To the extent applicable,~~ Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's

violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.8 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

6.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.10 Ineligibility to do Business with City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

6.11 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in

this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.12 Currency of Disclosures

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago, requiring contractors to keep all required disclosures current.

6.13 Duty to Report Corrupt or Unlawful Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- (a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Sec. 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code, to the extent applicable. Contractor acknowledges that any Agreement entered into, negotiated or performed

in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code, is voidable as to the City.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint

venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

7.6 Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

7.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS available on the City of Chicago Department of Procurement Services webpage, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default, with regard to which Contractor shall be offered a cure period in accordance with Section 8.2:

(a) Any material misrepresentation made by Contractor to the City.

(b) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services;

(iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

(vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

(vii) Failure to comply with Section 6.1 in the performance of the Agreement;

(viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

(x) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor as a consequence of which the City is legally prohibited from being a party to a contract agreement with that entity. Contractor shall be obligated to notify the Chief Procurement Officer, promptly, of a change in ownership over 7.5%.

(d) Contractor's default under any other agreement it may presently have or may

enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

8.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer shall give Contractor an opportunity to cure the default within a certain period of time, which period of time must not be less than 30 days, and which period of time may be extended by the Chief Procurement Officer, in her sole discretion. However, the Chief Procurement Officer shall not be obligated to give Contractor an opportunity to cure with respect to those Events of Default that are incapable of cure. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

Subject to the preceding paragraph, the Chief Procurement Officer will give Contractor written notice of the default, first by providing a cure notice ("**Cure Notice**"), and if the default was not cured within thirty days or a longer period agreed to by the parties, or, if no opportunity to cure will be granted, default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, which she may do either as to all or any portion of the Services, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, such notice shall specify whether the termination is for a portion or all of the Services, and Contractor must discontinue the Services specified in such notice, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right to seek specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's unearned compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a thirty day notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under Sec. 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the

meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

9.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.6 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

9.9 Independent Contractor

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c)(i) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or

otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight or the Shakman Monitor's Office related to the contract.

9.10 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City's Chief Procurement Officer, and if such purchases have no net adverse effect on the City, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), Cook County and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Innovation and Technology
Suite 2700, Daley Plaza
50 W. Washington St.
Chicago, Illinois 60602
Attention: Chief Information Officer

and

Department of Procurement Services
Room 806, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

General Counsel
CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

With Copies to:

Director, Program Sales
CDW Government LLC
2 Corporate Dr, Ste 800
Shelton, CT 06484

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow]

Contract No. 29659

Specification No 105081

Vendor Name CDW Government LLC

Total Amount (Value) \$33,100,000 00

Fund Chargeable 014 0100.0062005 0446 220446

CDW Government LLC.

(Contractor)

By: Christina V. Rother
Its: President, CDW Government LLC, Christina Rother

Attest [Signature]

State of Illinois

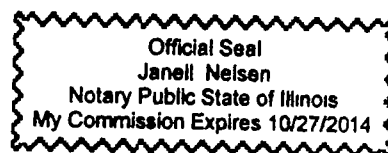
County of Clark

This instrument was acknowledged before me on this 22 day of Sept, 2014 by
Christine V. Rother as President (or other authorized officer) and
Mary Jo George as Secretary of CDW Government LLC (Corporation Name).
(Seal) ASST.

Janell Nelson

Notary Public Signature

Commission Expires 10/27/2014



CITY OF CHICAGO

Rahm Emanuel SEP 26/14

Mayor

Date

[Signature]

9/26/14

Comptroller

Date

[Signature]

SEP 26 2014

Chief Procurement Officer

Date

Execution Page

[Handwritten mark]

CDW GOVERNMENT LLC

That the undersigned, Mary Jo Georgen, being the Assistant Secretary of CDW Government LLC an Illinois limited liability company (the "Company"), does hereby certify as follows:

1. That Christina V. Rother is duly elected as President and to the Board of Manager(s) ("Manager(s)") of the Company;
2. That in her capacity as President, Ms. Rother has the authority to act in accordance with Article III, Sections 5 of the Amended and Restated By-Laws of the Company, which is set forth below in its entirety, and which has not been modified, amended or superseded to negate the below, and shall remain in full force and effect as of the date hereof:

Section 5. President.

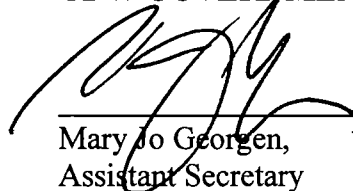
The president shall be the Corporations general manager and chief executive officer and shall, subject to the control of the board of directors, have general supervision, direction and control of the business, affairs and officers of the Corporation. Unless otherwise determined by the board of directors, the president shall preside as chairman at all meetings of shareholders, the board of directors and any committees of which the president is a member. The president shall have the general powers and duties of management usually vested in the office of president of a corporation; shall have any other powers and duties that are prescribed by the board of directors or the by-laws; and shall be primarily responsible for carrying out all orders and resolutions of the board if directors.

3. A true and accurate copy of the Amended and Restated By-Laws of the Company, are attached hereto.

IN WITNESS WHEREOF, I have executed on the date stated below.

Dated as of September 22, 2014

CDW GOVERNMENTLLC



Mary Jo Georgen,
Assistant Secretary

EXHIBIT 1
SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

Exhibit 1

Scope of work

(CDWG)

Vendor must be an original equipment manufacturer or authorized re-seller with respect to the provision of hardware and network equipment, and licensor or authorized software distributor with respect to the provision of software. Vendor shall provide an Online ordering system and the following software, equipment, and services ("Contract Items"):

1. Multi-manufacturer software, including software as a service (SaaS),
2. Apple Equipment;
3. Panasonic ruggedized notebooks,
4. Multi-manufacturer servers & storage;
5. Multi-manufacturer network equipment;
6. Support, maintenance and warranty services for the above mentioned items;
7. Proactive monitoring of the Customer; and
8. Value added services and solutions.

For the purposes of this Scope of Work:

"Authorized Approver" means individual determined by Customer to have Authority to Approve or Decline changes to contract scope. Authorized Approver means the City of Chicago CIO/CPO, the Cook County CIO/CPO and any other specific names provided in writing pursuant to the Notice provisions in this Agreement.

"Customer" means the City of Chicago, Cook County, and any sister agencies that may participate in the contract. Cook County includes the offices under the President, as well as offices of separately elected County officials, including the Forest Preserve District.

"Day" means calendar day, unless otherwise specified

"Hour" means clock hour, unless otherwise specified.

"Manufacturer Authorized Repair Representative" means any person authorized by the Manufacturer or Distributor of the product to provide Manufacturer's Warranty Services.

While the County intends to procure certain Contract Items from the Vendor, it is not required to do so and reserves the right to procure any and all Contract Items from a source other than the Vendor.

1.1 Online System

The vendor will provide the Customer a robust online system customized for each entity which should at minimum allow authorized employees to:

- 1.1.1 Search and order products from a predefined (approved) list of products and prices; items will be included in the predefined list of products only with the approval from the Commissioner of the Department of Innovation and Technology.
- 1.1.2 Access the most up-to-date standard discounts for contract items;
- 1.1.3 Present cost information including the discount amount and percentage markup resulting from the contract agreement;
- 1.1.4 At the Customer's option, the Customer may utilize the online system to track additional information about Customer's purchases. The Customer may enter the following information at the point of order for each order. Each of the following items will be a separate entry/cell within a web form and will be reviewed for accuracy via the Purchase Authorization System. This information may be aggregated into ad hoc reports:
 - a) Annual maintenance renewal terms,
 - b) Dates, license inventory (in use and on the shelf),
 - c) Upcoming license renewals, and
 - d) The ability to obtain and track warranty services and related costs
- 1.1.5 Obtain real-time true-up reports for products and services, specifically,
 - a) The ability to track the number, manufacturer, description and departments of purchased software licenses,
 - b) Number of licenses purchased (by manufacturer, product name, and cost),
 - c) The ability to obtain the number, manufacturers, descriptions and departments of have ordered products,
 - d) The ability to obtain and track warranty services and related cost
- 1.1.6 Prevent purchases of unauthorized products by seeking approval for linking new accounts to the Customer master accounts; the Customer understands that Vendor cannot prevent purchasers from creating their own accounts and placing orders using procurement cards. Prevent unauthorized users from placing orders for certain categories of products, or from placing orders over a certain predefined dollar amount
- 1.1.7 Prevent unauthorized users from placing orders by seeking approval for linking new accounts to the Customer master accounts; the Customer understands that Vendor cannot prevent purchasers from creating their own accounts and placing orders using procurement cards.
- 1.1.8 Automatically alert key stakeholders when unauthorized purchases have been attempted, or set parameters have been violated;
- 1.1.9 Track approvals and justifications for unauthorized purchases;
- 1.1.10 Allow designated Customer personnel to be assigned as system administrators to manage and monitor fixed contract pricing and catalog pricing that may result from this proposal;
- 1.1.11 Access electronic versions of technical reference manuals, and other key documentation, on or before the required delivery date for all computer hardware, software, peripherals, and components;
- 1.1.12 Ability to track performance indicators for the purpose of project oversight;
- 1.1.13 Ability to conduct price and product side-by-side comparisons, including pricing for Customer;
- 1.1.14 Ability to route purchases thru a multi-level workflow and approval;

- 1.1.15 Ability to provide real time transparency into Customer's purchasing practices;
- 1.1.16 Ability to allow designated Customer users to generate standard and ad-hoc reports and searches,
- 1.1.17 Leverage live chat for sales and support. In order to access specific Vendor Account Managers via online chat, Customer will use Microsoft Communicator or some other agreed upon third party communication software;
- 1.1.18 Supplement online system services with direct telephone customer support

Customer is currently defining the requirements for its upcoming e-procurement systems and said systems are scheduled to go live within the life of this contract. Vendor will integrate with standard Customer e-procurement systems when requested and available, at no additional costs. Vendor will adhere to the following requirements when integrating with Customer e-procurement systems:

- Vendor has a punchout-enabled e-commerce site with a current catalog of items and current prices. Or, if vendor does not have a punchout site, vendor must complete a spreadsheet upon request of catalog items and details, such as part number, description, NIGP code at the category level, manufacturer, price, unit of measure, and an image of each catalog item.
 - If vendor does not have a punchout site and is issued a free e-commerce site, vendor must maintain updated list of catalog items and prices.
 - Vendor must provide names of contacts to be used as resources for loading catalog or punchout data into e-procurement site. If over the course of the contract the e-Procurement resources change, Vendor will provide the new names in writing pursuant to the Notice provisions within this Agreement. Resources must be prepared to map standard XML order file data to their order system and test integrity of transactions before going to production.
 - Vendor must be prepared to have their catalog in production in e-procurement site within 60 days of notification by Customer that the e-Procurement site.
- 1.1.19 Vendor must adhere to the following when adding a Manufacturer's Product(s) to the online system:
- a) The Customer may add products to the online system as described in this contract
 - b) Each Vendor may add additional manufacturer products or product families throughout the life of the Master Contract. To add a manufacturer product or product family, an Amendment to this Agreement is not necessary. Instead to do so, a Vendor must make a formal, written proposal and allow Authorized Approver to review and authorize the proposed additions. The proposed additions will be in accordance with the pricing structures described in Section 1.19.2 of this Scope of Work. Authorized Approver will then be alerted via email to further assess and confirm (or reject) the approved recommendations. The

Customer reserves the right to exclude products from a product line or product family and to remove items from the online system, upon notice to Vendor. .

- c) Approve requests will be added to the online system for Customer users to view only after Authorized Approver has approved the new items. The Vendor is expected to post online all product authorizations, certifications and appropriate documentation.
- d) Any Computer Hardware/Software, Peripherals, and Related Maintenance and Installation Services provided by the Vendor, without proper approval is entirely at the Vendor's risk. In the event that such approval is not obtained from the Authorized Approver, the Customer is not liable to pay for any Computer Hardware/Software, Peripherals, and/or related services provided prior to the Vendor's receipt of the proper approval by the Authorized Approver. Proper approval, as that term is used in this subsection (d) means the Customer's issuance of a purchase order in accordance with Section 2.3.2

1.1.20 Contract Launch

Upon Contract award, Vendor will create a summary of the terms and conditions of this agreement. This information will be placed on the Vendor's online system for use by Customer buyers. This summary includes information such as:

- a) Basic contract overview
- b) Eligible customers
- c) Products and pricing
- d) Any special instructions such as Terms and Conditions, FOB, etc.

1.2 Sister Agency Specific Requirements

Sister Agencies may have unique tracking and/or e-procurement systems. Vendor will work with these Agencies and their related systems. Vendor will integrate with Sister Agency Business to Business web portal (the **B2B Portal**). The Board reviews and approves all descriptions of standard computer configurations/bundles through the B2B Portal. The B2B Portal works on all well-known browsers and across Windows & Macintosh computers. This B2B Portal captures at minimum, but will not be limited to the following features:

- A. Board-approved desktop and laptop models with purchase and leasing information;
- B. Shipping information on purchased and leased computers;
- C. Warranty information on purchased and leased computers;
- D. Run reports based on serial numbers or school unit numbers that will show history for assets at that Site. For example, purchase date, lease date, shipping date, Purchase Order number, ordering unit number, etc.;
- E. Employee Purchase Program Model and price list;
- F. Links to support and troubleshooting information for the Board-specific models;
- G. Configure and submit orders online via the iProcurement system;
- H. Pricing breakdown for individual SKUs

Note that the Board uses National Institute of Governmental Purchasing (NIGP) codes as a coding structure at the category level to identify the shopping categories. This is similar to UNSPSC codes available in the private industries. Suppliers should have the ability to map NIGP commodity codes to each of their items and pass this information via an order response in the electronic catalog system (also called a punch-out system). The detailed list of codes that are applicable for your product lines will be provided by the Board's Procurement team prior to the B2B integration. For more information on NIGP codes, please refer to [http //www.nigp.org](http://www.nigp.org)

1.3 Multi-manufacturer software, including software as a service (SaaS)

Vendor must provide upon request license and maintenance agreements for commonly used productivity software, specialized lines of business software, and software as a service (SaaS)

Vendor is required to act as certified provider for standard software and SaaS solutions with the following general requirements:

- 1.3.1 Vendor must be able to extend Customer specified pre-negotiated pricing from Manufacturer(s) for enterprise software or SaaS subscriptions, including information database subscriptions and special software services/subscriptions;
- 1.3.2 Customer may require the Vendor to provide alternate types of licenses, thus Customer requires the Vendor to provide flexibility and ability to purchase specialized software;
- 1.3.3 Any software that is not available in the Vendor's catalog will be procured through the process outlined in this contract and in the "Adding a Manufacturer's Product" section (1.1.19) of this scope with Vendor consent;
- 1.3.4 Vendor must act as a reseller for the various listed and unlisted software manufacturers, with Vendor consent, including Software as a Service (SaaS), to facilitate the sale of perpetual and non-perpetual software licenses to Customer,
- 1.3.5 Customer may purchase maintenance with a new license or separately for existing licensing;
- 1.3.6 SaaS may be hosted by the software manufacturer or hosted by a third party. Should particular software be available with multiple hosting options, Vendor will obtain quotes from multiple hosting firms and assist Customer with finding the hosting firms that provide the best combination of price and required service level.
- 1.3.7 SaaS Standard Service Levels should be validated at the time Customer requests quotes;
- 1.3.8 [Omitted]
- 1.3.9 Where a separate license agreement is required by the manufacturer or reseller, the Authorized Approvers must approve the terms of said license agreement prior to signature
- 1.3.10 Vendor will become upon consent an authorized reseller for manufacturers of software currently used by Customer. See the Pricing proposal for details.
- 1.3.11 Customer may request the vendor to search the marketplace to find and quote software providing specific functionality.

1.4 Hardware

Vendor will provide OEM equipment including the following types of hardware:

- 1.4.1 Apple
- 1.4.2 Panasonic ruggedized notebooks
- 1.4.3 Servers & associated hardware
- 1.4.4 Storage units & associated hardware & operating software

The specifications and configurations identified in Exhibit 2 (Schedule of Compensation) are not-all inclusive of what Customer may need in the future and Vendor may be asked to quote others as required by Customer, including specifications and configurations that address security and encryption.

Vendor agrees that it shall, at no additional costs to Customer, maintain these minimum configurations, providing periodic refreshes through its online catalog. During quarterly business reviews, Vendor will draw attention to major new releases and changes to the configurations most frequently purchased under this Contract.

1.5 Multi-manufacturer Network Equipment

Vendor shall provide OEM equipment and associated maintenance agreements for the following network communications equipment manufacturers:

- 1 Cisco
- 2 Juniper
- 3 F5 Big-IP

This equipment must also include associated hardware and operating system software that is manufacturer installed or manufacturer required.

The Vendor will provide specified discounts by manufacturer for items frequently purchased by Customer.

1.6 Maintenance and Installation Services

At the option of the Customer and at the prices set forth in this Agreement, Vendor shall provide maintenance and support services related to warrantied products purchased through this contract

At the option of the Customer and at no additional cost, Vendor may be required to provide a process to seamlessly integrate with the Customer's Help Desk. If Customer decides in the future to change Help Desk provider(s), the Vendor(s) is expected to promptly engage in a transition process to ensure that services remain unaltered.

Customer requires that at minimum the Vendor provides the services outlined in below

1.6.1 Installation and Training Services

- 1.6.1.1 Vendor must carefully plan with Customer to prevent interruptions to day-to-day operations during product deployment, upgrades or patches.
- 1.6.1.2 Installation services will be defined at the IT Order Request level. Installation services, the rates of which will not exceed the rates listed in Exhibit 2, may include, but are not limited to:
- a) The installation of the hardware with the configuration necessary to ensure that the hardware operates properly in the Requesting Department's environment;
 - b) The installation of equipment that requires product specific technical expertise, especially for integration involving complex network systems or new technologies. These services typically include, network and traffic engineering, capacity planning, configuration and customization of the equipment,
 - c) The preloading of Customer's software.
- 1.6.1.3 At Customer's request, Vendor will provide courteous and professional installers trained to complete the Customer-required installation process in a timely manner. Any potential issues or delays encountered with installation activities will be immediately escalated to the appropriate technology department representative or Vendor's Account Manager.
- 1.6.1.4 At the Customer's request and where Vendor performs installation services, the Vendor will be required to use the appropriate Customer's electronic tracking/e-procurement systems, if any, including but not limited to, Board's Service Center (currently HP Service manager) and I-Procurement as required to support the complete lifecycle of assets. Such electronic tracking systems will be used for tracking installation, maintenance (warranty, non-warranty repairs, service calls and product recalls) and decommissioning (disposals or recycling).
Note that the Board has existing Field Support Services ("FSS") vendors and the Vendor performing work for the Board may be required to subcontract installation services to these FSS vendors with Vendor's consent. Vendor is only responsible for recording information about installation services it has performed or sold to into these systems. Customer will be responsible for recording its own information regarding maintenance (warranty, non-warranty repairs, service calls and product recalls) and decommissioning (disposals or recycling).
- 1.6.1.5 The vendor(s) will be required to work with the unique installation processes for Customer, which will be provided in writing in advance.
- 1.6.1.6 Training services, which will be provided at rates not to exceed those listed in Exhibit 2, will be defined at the time of the PO release. These services may include but are not limited to:
- A. On-site training related to the deployment of new equipment and related software;
 - B. Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer, and;
 - C. Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet;
 - D. Training should be related to the hardware and/or software for which Customer owns licenses

1.6.2 Warranty

1.6.2.1 Only Manufacturer Authorized Repair Representatives authorized by the Manufacturer or Distributor of the product may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service may include, but is not limited to:

- A. Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
- B. Direct access to experienced consultants of the product;
- C. Flexible service options including telephone, web, instant messaging, or e-mail support,
- D. Timely problem resolution of reported discrepancies;
- E. Remote technical support;
- F. Online self-help functions;
- G. Onsite warranty.

1.6.2.2 Customer recognizes that Vendor is not a manufacturer. Vendor's manufacturer partners will provide a proven automated tracking and reporting systems to record warranty/service calls. These systems should allow Customer to request service calls through a web interface and query the system at any time to obtain the detailed reports on the status of warranty/service calls;

1.6.2.3 Manufacturers are expected to put forth and exhaust all efforts to resolve any issues, and resolve all repair requests by next business day. If it is not possible to resolve the issue on the next business day arrival date, and upon notification, Vendor will work with Manufacturers, within twenty four (24) hours, to provide a replacement product that meets or exceeds the specifications of the current Customer product;

1.6.2.4 [Omitted.]

1.6.2.5 Upon Customer request, Vendor shall at minimum provide, at no additional cost to Customer, dedicated Tier 2 (tier 1 is provided by the City's help desk) technical telephone support service available from 7 a.m. to 7 p.m. central standard time. This service shall be provided during the entire award term and include a local 800 number

1.6.2.6 Customer recognizes that Vendor is not a manufacturer. Manufacturers may provide on-site maintenance, depot repair services, remote patches and other repair services in cases where phone support cannot solve the problem.

1.6.2.7 The warranty periods are determined by manufacturers, and by most manufacturers' policies, the warranties begin upon invoice. Customer will have the option of leveraging Vendor's 30-day return policy if during the potential thirty days of testing, it determines that the product is not acceptable. Vendor shall allow returns of such equipment within 30 days and without cost or fee, regardless of whether such product was defective or not. Customer may negotiate alternative return policies with Vendor for larger orders

- 1.6.2.8 Vendor shall at minimum provide the Manufacturer's standard warranty with their response to an IT Order Request for all products (hardware, software, network equipment and other peripherals);
- 1.6.2.9 Vendor shall be responsible for coordinating warranty issues;
- 1.6.2.10 [Omitted.]
- 1.6.2.11 Onsite warranty means the Manufacturer Authorized Repair Representative will either remotely access or visit, if necessary, the facility where the warranty service is required at no additional cost to the Customer during the manufacturer's warranty period;
- 1.6.2.12 The Customer has the discretion of dealing directly with the Manufacturer on any Warranty issue;
- 1.6.2.13 To insure compliance with the requirements and specifications of this contract, Customer may perform tests within thirty (30) days of receipt of:
- a) The notice of completion of installation from the vendor, or
 - b) The delivery of products supplied without installation; and
 - c) Prior to payment for each item installed or delivered.
- Customer will use Vendor's 30-day return policy to return products that are found unacceptable within thirty (30) days of receipt. Vendor shall allow returns of such equipment within 30 days and without cost or fee, regardless of whether such product was defective or not.
- 1.6.2.14 The Vendor shall describe the warranty for software purchased from Vendor upon Customer request;
- 1.6.2.15 If the products were provided under the Installation Terms, the Vendor is responsible for the installation of the replacement equipment at no additional cost to the Customer;
- 1.6.2.16 If a single Product experiences a verifiable Product Hardware Failure four (4) or more times within a twelve (12) month period during the Product warranty period, Vendor shall contact OEM on Customer's behalf to request a replacement of the Product with a new unit, or if the specific Product is unavailable, with a similar Product of equal or greater functionality. The replacement unit must be certified by Customer or meet platform image stability requirements defined by Customer,
- 1.6.2.17 All defective items must be replaced at no additional cost or fee to Customer; the City need not return defective items to the Vendor before Vendor ships the replacement item. Instead, the Vendor shall ship a replacement of a defective item immediately upon receiving notice of the defect. Should Customer choose the option of advanced order replacement, Customer will be charged for the replacement item and will be refunded the cost of the defective item upon Vendor's receipt of the defective item.
- 1.6.2.18 If the products were provided without installation, the Vendor, at its option and at no additional cost to Customer, may provide on-site service or next-day drop ship replacements for Customer to install;
- 1.6.2.19 Where there is a conflict between this Agreement and the Vendor's return policy, this Agreement shall govern.

1.6.3 Manufacturer's Extended Warranty

Upon Customer request, Vendor will provide quotes for extended warranty services for products offered through the contract. The extended warranty must meet the minimum standard support described under the standard warranty section above

1.6.4 Maintenance and Installation Service Level Requirements

Customer recognizes that Vendor is not a manufacturer and that manufacturers will be responsible for performing warranty services.

Upon Customer request, the Vendor is required to process warranty service requests through the existing Customer help desk system. Should such request be made, the Customer's help desk will log and refer the request to the vendor.

Quantitative Service Level Requirements

Vendor will provide Quarterly Reporting, as specified in Provision 1.7.11, on its performance toward the following Service Requirement. Failure to provide such reporting is deemed a service level violation. In the event that Vendor fails to meet the service level requirement outlined below, it will investigate the root cause to determine if any trends exist. If any trends exist, it will create a corrective plan of action. The Customer will be presented with data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

SERVICE REQUIREMENT	SERVICE LEVEL	CREDITS
Time from In Stock Order to Shipment	Within ten (10) days 90% of the time unless otherwise specified by Customer timeframe requirements.	If Vendor misses this Requirement, it will issue credits to the affected Customer(s) in the amount of 1% of the total contract revenue on the in stock orders that exceeded ten (10) days from order to shipment.
Shipment Errors, i.e., incorrectly delivered or wrong product shipped (Return rates exceeding 3% will trigger an investigation this service level measure.)	<2% of the number of total orders received are shipped to the incorrect location or shipped to the correct location but with the incorrect product.	If Vendor misses this Requirement, Vendor will issue credits to the affected Customer(s) in the amount of 1% of the total contract revenue on the orders which were delivered to the incorrect location or where Vendor shipped the incorrect product, as a result of Vendor error.

Qualitative Service Level Requirements

Evidence of Vendor's performance toward the following Service Requirements will be quarterly return rates and feedback provided within Customer Surveys. Vendor will present such feedback within Quarterly Business Reviews with Customer. In the event that Vendor fails to meet the service level requirements outlined below, it will investigate the root cause to determine if any trends exist. If any trends exist, it will create a corrective plan of action. The Customer will be presented with data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

SERVICE REQUIREMENT	SERVICE LEVEL
Calls answered timely	Ninety percent (90%) of calls answered within sixty (60) seconds
Voicemail response time	Four (4) Business Hours from time City has recorded message
Quotes	Respond and/or resolve to ninety percent (90%) within eight (8) Business Hours from Vendor's receipt of City's request
New location set up	One to three (1-3) business days from Vendor's receipt of City's request
Order entry accuracy (Return rates exceeding 3% will trigger an investigation this service level measure)	Ninety eight percent (98%) of total monthly volume
Orders entered timely (include order confirmation)	Eight (8) Business Hours from receipt of Customer's request
Time from In Stock Product Shipment to Delivery	Within five (5) days 90% of the time
Time from Product Delivery to Installation	As set forth within the Statement of Work
Percentage of Devices DOA (Return rates exceeding 3% will trigger an investigation this service level measure)	< 1% per quarter
Contact installation location to inform product on the way and to schedule installation date	As set forth within the Statement of Work
Final installation of product	As set forth within the Statement of Work
Order received to product shipment	Within 15 days 90% of the time

Product shipment to installation complete	As set forth within the Statement of Work
Asset Reporting for items Vendor installs	Accurate electronic asset feeds or updates with < 2.5% error rate

- 1.6.4.1 The Vendor shall implement support functionality as required to support the Vendor's solution including all software components and all hardware components procured through this contract
- 1.6.4.2 The Vendor shall provide telephone support 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday
- 1.6.4.3 The Vendor shall provide on-site support and secure remote access support following Customer's network security and all related policies.
- 1.6.4.4 The Vendor shall, as necessary, work closely with the Customer help desk contractors to provide a seamless process for requesting warranty support.
- 1.6.4.5 The Vendor shall provide a central point of contact for calls from the Customer on troubleshooting and problem resolution for the products provided by Vendor.
- 1.6.4.6 Further, Vendor agrees to provide, free of charge to the Customer, a toll free number for sales and support.
- 1.6.4.7 Vendor shall provide a locally centralized team of experienced, professional sales and support resources.
- 1.6.4.8 Vendor agrees to have a team available to support the Customer's account in accordance with best industry standards.
- 1.6.4.9 Vendor's customer service representatives shall answer Customer's inquiries to include but not be limited to: lost shipments, short shipments; billing errors, defective products, product replacement, damaged shipments, and erroneous shipments.

1.6.5 Priority ratings and accompanying response times

If Customer requires the Vendor to process warranty service requests through its existing help desk, this Section shall apply

Customer's Help Desk shall assign a priority rating for each call. The following priority ratings and accompanying response times shall be utilized unless otherwise agreed by the Vendor and Customer.

Priority Rating	Description	Corrective Action Time Frame
Critical	The application/system is down, no work can be performed, e.g., SYSTEM ALERT	2 to 4 hour response time and 24 hour resolution
Serious	There is a major problem, but there is a work-	Two work days

around for the problem

Minor	There is a minor problem, which does not significantly impact work	Five workdays
Routine	The work order is a "non-problem," for example, a request for service, or "how to" questions, or requests for installation of application(s) on new equipment	Five work days or more with concurrence of the City

In support of the above service levels, the Vendor shall provide the following troubleshooting and problem resolution services in coordination with Customer Help Desk

- 1.6 5.1 Live-Voice Response - The live-voice response to the first phone call by technical staff, who will assign the priority rating stated by Customer's help desk for the call and may attempt to solve the problem over the phone, via voice or secure remote access;
- 1.6 5 2 Resolution within Timeframes - The problem call shall be resolved in accordance with the corrective-action timeframes designated for the priority ratings. When the Vendor initiates a call back by the appropriate technical staff, the call back must be made within one (1) hour of Customer's help desk first phone call to the Vendor's central point of contact,
- 1.6 5 3 Escalation Procedures - The Vendor shall provide and utilize escalation procedures to resolve problems. If the Vendor's technical staff cannot resolve the problem during the first phone call, they must escalate the problem, and in agreement with Customer, either have the appropriate technical staff contact Customer by phone within one (1) hour or be on-site at Customer's office within two (2) hours of the first phone call;
- 1.6 5 4 Tracking and Reporting on Calls -The Vendor shall track all calls made to the central point of contact. The Vendor shall keep a record of each problem call and give access to this log to designated Customer personnel;
- 1.6.5.5 The Vendor shall provide real time access to allow designated Customer personnel to view details on the current status of all problem calls;
- 1.6.5 6 Access to Support Personnel - The Vendor shall have access to their technical support personnel so that the required technical support personnel may be contacted regardless of location. The technical support specialist will provide a phone number and email in which to reach him/her.

1.6.6 Staffing Requirements for Task Orders

This section applies to IT Order Requests as defined in the Professional Services Agreement.

- 1 6 6.1 Vendor shall only propose staff available at the time of the IT Order Request. In response to each IT Order Request, Vendor shall provide personnel that satisfy the personnel qualifications

specified in the following section for each of the labor categories required under the specific IT Order Request.

- 1.6.6.2 Specific areas of required expertise may be further defined in the IT Order Request. Vendor shall certify that all candidates meet the required qualifications.
- 1.6.6.3 The IT Order Request shall define specific requirements for the services required. The IT Order Request shall clearly identify all applicable qualifications related to the product.
- 1.6.6.4 Intentionally deleted.
- 1.6 6 5 Intentionally deleted.
- 1 6 6 6 Individuals proposed for SOW Services and accepted as such by City as satisfying personnel qualification requirements in the IT Order Request and this Agreement shall remain dedicated throughout the term of the IT Order Request award Substitutions will be allowed only when the Requesting department or Agency specifically agrees to the substitution in writing or due to an emergency circumstance as described below.

1.6.7 Personnel Substitutions

This section applies to scope areas requiring maintenance and support services or any other professional services described in the scope of work in Exhibit 1.

- 1.6.7.1 All proposed substitutes of personnel must have qualifications at least equal to (a) the minimum requirements set forth in Exhibit 1, Appendix ___, Rate Card Position Minimum Requirements, and (b) that of the person initially proposed and evaluated and accepted in the IT Order Request as -described in Exhibit 1, Section 1 6.1.2. The burden of illustrating this comparison shall be the Vendor's
- 1.6.7.2 Intentionally deleted.
- 1 6 7 3 If one or more of the personnel are unavailable for work under an IT Order Request for a continuous period exceeding 15 calendar days, the Vendor shall immediately notify the Requesting department or department and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the requesting department.
- 1.6.7.4 All substitutions shall be made in accordance with this provision.
- 1.6.7.5 During the performance period for an IT Order Request, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the Requesting department. In any of these events, the Vendor shall promptly notify the Requesting department and provide the information required above.
- 1.6.7.6 All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the Requesting department, with the information required above. The Requesting department must agree to the substitution in writing before such substitution shall become effective

Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

1.7 Proactive Monitoring

For the term of this contract, the Vendor will assign Customer, free of charge, a named Account Manager and a Sales and Support Team who will have the responsibility of establishing adequate communication processes, determining needed systems/tools, defining service goals, documenting current processes, and establishing methods for managing the overall relationship. Such team will be responsible for, but not limited to the following:

- 1.7.1 Process improvements - Vendor will maintain ongoing communication with Customer regarding continuous improvement methodologies developed by Vendor. The communication will be part of the overall formula for Customer satisfaction and will be provided in written format,
- 1.7.2 Technical support services;
- 1.7.3 Order processing;
- 1.7.4 Forecast coordination;
- 1.7.5 Project management,
- 1.7.6 Setting contract performance expectations and key performance indicators, in conjunction with Authorized Approvers;
- 1.7.7 Facilitating access to electronic reports in alignment with performance indicators;
- 1.7.8 Maintaining productive relationships with Customer's designated manufacturers;
- 1.7.9 Maintaining high product and service performance and continuous communication with Customer.
- 1.7.10 Customer will rate performance on a scorecard and provide feedback on Vendor's performance during quarterly meetings. Vendor must address low scoring performance areas and provide written documentation on processes implemented to address poor performance. Vendor's actions to address low scoring performance will immediately follow notification from Customer. Vendor must use best efforts to improve performance before next quarterly meeting with Customer.
- 1.7.11 Vendor shall supply reports in an electronic format specified by Customer on a monthly basis. Reports include but are not limited to financial, accounting, managed services, returns report, employee purchase program, and service level management, to track the Equipment and Service delivered over a particular period of time.
- 1.7.12 Vendor shall report cost items related to the Equipment and Services covered by the Master Agreement broken down as reasonably needed by Customer for accounting purposes.
- 1.7.13 Vendor shall provide a sample quarterly report addressing the following minimum contract performance metrics:
 - A Overall Customer Satisfaction – Vendor must provide its approach to capturing and reporting customer satisfaction. Include incentives utilized to capture user feedback;
 - B. Project based performance – satisfaction with the process of implementing special projects, for example a SaaS application or assistance with server virtualization;
 - C Flexibility and availability of the online system, including user friendliness, alerts, controls, etc.;

- D. Reporting including the ability to see purchase details, access to real-time Customer's purchasing records, ability to view price comparison for all agencies, visibility to the state of hardware warranty service details and M/WBE participation.
 - E. Continuous price competitiveness;
 - F. [Omitted]
 - G. Ability to seamlessly manage the complete product life cycle;
 - H. Tangible results from Vendor's effort to help Customer identify ways to reduce total acquisition cost E.g vendor provides, when available for applicable notebook and desktop, pricing options for varying Windows operating systems to assist Customer in determining any costs advantages/benefits associated with each,
 - I. Process improvements – assistance in identifying, vetting and implementing process improvements with respect to the purchase of products and services provided through this contract;
 - J. Compliance with Vendor's stated M/WBE Utilization Plan, including details that match the M/WBE goals stated in this contract;
 - K. Overall support of the account;
 - L. Quarterly and yearly total spending with the vendor;
 - M. [Omitted]
 - N. [Omitted]
 - O. RMA statistics for standard models;
 - P. Price reconciliation to the contract measuring the differences between what is in the Pricing Schedule attached to the contract and what Vendor is currently offering Customer;
 - Q. Time metrics for delivery and installation of all hardware under the contract;
 - R. Performance issues, including SLA summaries and objectives; and
- 1.7.14 Vendor will provide detailed asset reports, including but not limited to:
- A. Purchased Equipment & Software
 - B. Equipment and Software Installed;
 - C. Equipment that has been returned;
- 1.7.15 For each task order, Vendor will be required to provide electronic confirmation, including, but not limited to:
- A. Make;
 - B. Model;
 - C. Serial Number, for in-stock items;
 - D. Purchase Order Number relating to the order;
 - E. Vendor Order Number;
 - F. Ordering department, if Customer provided;
 - G. Warranty dates, upon request; and
 - H. Shipping details (waybill information).

- 1.7.16 Customer reserves the right, based on Vendor's performance, to request the replacement of individuals(s), including the account manager supporting Customer, during the award term. Vendor is required to immediately, but no more than ten (10) business days, replace the identified personnel, upon notification by Customer.
- 1.7.17 Persistent poor performance may subject Vendor's contract to termination by Customer.
- 1.7.18 Vendor must submit evidence of their system's functionality including, user acceptance forms, tracking forms, warranty services tracking log, or any other sample forms and reports required to effectively monitor this account. Vendor must provide links to demonstrate its capabilities.
- 1.7.19 Vendor shall propose a pricing methodology, which offers a fixed discount off a competitive benchmark price; during the award term, the Vendor will compare Customer's standard configurations with comparable configurations from other Tier 1 manufacturers. Vendor and Customer will use this data to monitor market conditions throughout the award term and make necessary pricing adjustments to ensure Customer's price maintains an aggressive discounting level over market pricing.
- 1.7.20 Vendor must propose a descriptive product recall plan that specifically addresses the following requirements:
- A. Minimize the risk of injury or death to consumers by removing an unsafe product from use,
 - B. Retrieve or repair as many of the defective Products as possible,
 - C. Minimize the cost and inconvenience to Customer's user community,
 - D. Minimize the need for involvement by government authorities by voluntarily complying with the law.
- 1.7.21 Vendor is required to consider a recall as soon as Vendor becomes aware of a possible defect in a Product that may make it unsafe. The Product recall plan shall minimally contain the following steps or actions:
- A. Nominate point person, or a team, to examine the problem, assess the risk and coordinate the recall
 - B. Identify the steps that need to be taken to address the problem
 - C. Decide what recall action Vendor must take, based on the risk associated with using the Product. These shall include, but are not limited to, the following options:
 - I. If a Product is likely to cause injury, Vendor shall coordinate activities to return the Product for a refund or replacement, or for modification.
 - II. If a Product is unlikely to cause injury in the short term, Vendor shall provide instructions for Customer to contact the company for a replacement Product or part.
 - III. Vendor may also offer to send a technical representative to the user's location to repair or modify a Product that is difficult to transport at no cost to Customer.
 - D. Identify which models or batches of the Products are affected (e.g., by serial numbers, asset tags), when the Products were produced and where they have been distributed.
 - E. Arrange to provide refunds, or replace or repair the defective Product.
 - F. Notify all impacted technology departments in writing within two (2) days of taking recall action. Legally, this notification shall state that the Products are subject to

recall and provide details of the nature of any defect

- G. Prepare a notification containing.
 - I. A clear description of the Product, including the name, make, model and serial number, with a photograph or drawing, if available;
 - II. A statement of the hazard and the associated risk;
 - III. Dates when the Product was available for sale,
 - IV. The number of Products affected,
 - V. Where the Product has been distributed and installed, with information from Customers;
 - VI. What action the Vendor recommends;
 - VII. What action Customer should take; and
 - VIII. Detailed information about using or storing the Product during the interim
- H. Prepare and undertake a publicity campaign to ensure all users of the Product are aware of the recall.
- I. Keep a record of returned Products, modified Products, replacement Products or parts sent to Customer. Record user details, dates and any known injuries, damage or complaints associated with the use of the recalled Product.
- J. Monitor the recall using Vendor's record of returns. If the recall has not achieved a satisfactory rate of return, Vendor shall develop new publicity strategies.
- K. Keep all technology departments informed of the progress of the recall.
- L. Review the effectiveness of the recall procedures once the recall has finished.
- M. Put in place any changes Vendor considers appropriate.

Customer may request variations in the aforementioned processes, systems, tools and reports, suited to their unique needs, and may change specifications when necessary.

1.8 Value Added Services

The Vendor will provide value added services and solutions such as, but not limited to the following

- 1.8.1 Special employee discounts for products;
- 1.8.2 Ability to redeem manufacturer website-discounts thru the Vendor's ordering process (such as entering special discount codes into the Vendor's ordering portal);
- 1.8.3 Shipping products faster (via shorter delivery method), without charging city, in interest of meeting delivery SLAs;
- 1.8.4 Access to test and demonstration products that allow Customer to verify a product works as expected within Customer's environment before making a purchase;
- 1.8.5 Other value added services or solutions.

1.9 Purchase Order Procedures

The procedures in Exhibit 8 shall be applicable.

1.10 Product Delivery

- 1 10 1 Delivery of Hardware, Installation and/or Training services and Manufacturer's Warranty Services, shall be initiated only upon issuance of an Order authorized by the Requesting department or Agency.
- 1 10 2 Deliveries must be made between the hours of 7am through 4p m, Monday through Friday, excluding any holidays
- 1 10 3 Vendor's order-to-delivery timeframe shall be fifteen (15) calendar days from Vendor's receipt of Customer's order.
- 1 10.4 Vendor shall specify delivery cost if any, in the pricing proposal, and include bulk shipment pricing
- 1.10 5 [Omitted]
- 1 10.6 Vendor shall provide delivery, FOB destination (the delivery destination specified in the Order) to any eligible customer located within Customer's geographic boundaries If expedited shipping is required by Customer, additional charges may apply for:
 - A Standard Overnight (delivery by 3:00 PM the next day)
 - B. Priority Overnight (delivery by 10:30 AM the next business day)
 - C. Saturday Delivery (delivery by 12:00 PM)
- 1.10.7 At no time will shipping costs, for the applicable orders, exceed the standard rates proposed in Vendor's pricing proposal.
- 1.10.8 Vendor shall bear all freight costs to expedite product delivery as a result of delivery delays not caused by Customer.
- 1 10 9 If Customer requests an expedited freight service, Vendor shall, prior to its shipment of Product, notify Customer and receive pre-approval of any additional costs to expedite shipment.
- 1 10.10 Vendor shall bear all risk of loss or damage to the product while it is in transit and until delivered to Customer delivery location. Product will be packaged in Vendor's standard commercial packaging
- 1 10.11 Customer may cancel any delivery prior to the shipment date; provided that the Product is not Custom Product and has been identified, at time of Customer order, as such by Vendor
- 1 10 12 If so reasonably requested by Customer and to the extent the Vendor is able, Vendor shall customize the information on its packing slip and shipping label used for shipments to Customer at no additional costs. Such customization shall include the ability to add a ship to contact and descriptor to the label.
- 1.10 13 To the extent the Software is not delivered electronically, Vendor shall pack, mark, label, document and ship all Software and Documentation in accordance with accepted industry standards
- 1 10.14 Vendor will provide appropriate information to support invoices with respect to delivery charges.
- 1.10 15 Vendor's authorized delivery driver shall be required to make desktop deliveries to locations specified on the blanket purchase order release. All drivers must have proper identification to include, a valid driver's license and current company identification badge. Trucks or vehicles may be subject to inspection by a City of Chicago Security Officer or authorized City personnel before entering any City facility.

- 1.10.16 The loading dock at the Harold Washington Library Center can accommodate trucks up to 42 feet in length and under 13 feet 6 inches in height including the cab. Deliveries at the Harold Washington Library Center will be accepted Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m. The loading dock at the Harold Washington Library Center can accommodate trucks up to 42 feet in length and under 13 feet 6 inches in height including the cab. Deliveries at the Harold Washington Library Center will be accepted Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m.
- 1.10.17 For projects up to \$250,000.00 in the George W. Dunne Cook County Office Building, Vendor must furnish certificates of insurance to 69 West Washington Management Company, L.L.C. The Cook County Office Building loading dock is open 6AM-4PM, Monday-Friday hours. No tractor/trailers or electric fork lifts are permitted. Vendor will provide the Cook County Office Building 24 hours' prior notice of any delivery. Both freight elevators have a capacity of 4,000 pounds.
- 1.10.18 Customer may further specify delivery procedures applicable to locations not addressed here, including but not limited to County jail facilities. Product delivery requirements are subject to change by Customer.

1.11 Deliveries to Richard J Daley Center and City Hall

The following procedures must be adhered to for deliveries to the Richard J Daley Center and City Hall:

- 1.11.1 Regular dock hours of operations are from 6:00 a.m. – 6:00 p.m. Monday – Friday except weekends and holidays.
- 1.11.2 A dock access form is available at the DPS website and must be filled out and faxed back to the office of the building management Fax number @ 312-603-6950, 48 hour prior any delivery/pickups.
- 1.11.3 A certificate of insurance must be on file with the building management office MB Real Estate Services, LLC room 1203.
- Vendor must have general, auto, and workers comp liability along with additional umbrella liability coverage. This will be in addition to the liability insurance that Risk Management requires.
 - MB Real Estate Services LLC and the Public Building Commission must be included on the policy as additional insureds.
 - See a copy of the Daley Center's insurance policy limits on the DPS Website.
- 1.11.4 The dock clearance to the Daley Center is 12' High, 40' Long
- 1.11.5 All dock deliveries and pickups will be confirmed and verified with the recipient.
- 1.11.6 Companies scheduling a delivery/pick up must call the office of building management @ 312-603-3471 to confirm their appointment within 24 hour of **their projected appointment date.**

1.12 Notice of Delay or Impossibility

- 1.12.1 The Vendor must notify the requesting Department within twenty-four (24) hours of receiving the blanket purchase order release from Customer of any products that cannot be delivered for any reason within the time periods required
- 1.12.2 At Customer's request, the Vendor must provide a written explanation of the reasons why the Products cannot be delivered in a timely manner, and a recommendation either (1) for Product substitutions or other equipment solutions that will allow Customer to achieve the same or better functionality, or (2) for variations from the contract terms (e.g. an extension of time to accommodate a manufacturer's delay) that will allow the Vendor to supply the merchandise. Product substitutions must be approved by the requesting department and Authorized Approver
- 1.12.3 Customer will have the sole discretion to accept or reject any or all recommendation of equipment substitutions and/or variations from the specifications herein

1.13 Fill Rate Standards

Vendor shall use reasonable efforts to meet the following fill-rate standards.

- 1.13.1 Ninety-five percent (95%) of orders accepted by Vendor shall be shipped the same business day;
- 1.13.2 [Omitted]
- 1.13.3 Ninety-nine percent (99%) of items ordered and accepted by Vendor shall be shipped one hundred percent (100%) accurately;
- 1.13.4 Ninety-nine percent (99%) of orders, accepted by Vendor, shall be shipped to the destination specified in the Customer's purchase request;

1.14 Product Returns

The product return policy in Exhibit 9 shall be applicable, except as otherwise provided in the Agreement, including other exhibits.

1.15 Guaranteed Availability

Vendor agrees to hold Product for Customer for thirty (30) days. Vendor shall only be required to hold the Products specified in the applicable Customer forecast to the extent the manufacturer(s) (core products only) of the Product(s) shall provide Vendor with price protection if required for the applicable thirty (30) day period. Vendor, in no event, shall be obligated to hold such Product without such price protection

1.16 Labor Categories and Qualifications

Pre-negotiated rates for the services that will be provided under this contract as related to the installation of new products are provided in Exhibit 2. Vendor rate card details are provided in Exhibit 2 for the following service categories

- 1 16.1.1 Trainer/Instructor
- 1.16.1.2 Project Manager
- 1 16 1.3 Subject Matter Expert
- 1 16.1.4 Network Administrator
- 1.16 1 5 Senior Network Engineer
- 1.16.1 6 Junior Network Engineer
- 1.16 1.7 Senior Network Technician
- 1 16 1.8 Junior Network Technician
- 1 16.1 9 Senior Integration Analyst
- 1.16.1 10 Junior Computer Systems Analysts
- 1.16.1.11 Junior Developer
- 1 16.1.12 Senior Developer

1.17 Travel Reimbursement

Routine travel is defined in the City's Travel Policy, which is included as Attachment 4. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within the areas described in the travel policy.

Non-routine travel is travel beyond the specified area. Non-routine travel will be identified within an IT Order Request, if appropriate, and will be reimbursed according to the City's Travel Policy available online.

Statements of Work travel terms will be governed by the Travel Policy that is in effect as of the date of the last signature on the Statement of Work. The Customer is responsible for providing an updated version of the Travel Policy when it changes, in accordance with the Notices provisions of this Agreement.

1.18 Maintaining Price with Changing Technology

The hardware, software and related configurations stated in the minimum specifications are representations of the technology required at the time this contract is executed. Vendor agrees that the minimum defined specifications, referenced in the pricing proposal will not necessarily be available throughout the entire period of the award term, and as such, Vendor must agree to offer its next generation products, based on its product roadmaps to Customer. The successor product should be provided to Customer at a price that does not exceed the price of the succeeded item.

1.19 Pricing and catalogs

- 1.19 1 Pricing structure specified in the Pricing Proposal is guaranteed for the term of the contract.
- 1.19.2 At the time Vendor(s) receives a blanket purchase order release from Customer, Vendor will apply the agreed upon pricing structure that will be based upon Manufacturer's discounts to Customer or vendor's landed cost-plus % markup. The vendor's landed cost plus % markup will

not exceed 5% for items that are added through the process described in Section 1.19 of this Scope of Work. Manufacturer discounts will be taken off of the then current list price. Vendor's pricing to Customer will be the agreed upon price listed in Vendor's pricing proposal.

- 1.19.3 The Vendor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any changes in price prior to posting of new prices to Customer's online catalog. Authorized Approvers must approve any new prices submitted through the approval process and only after approval will new prices appear on the online system. Authorized Approvers will periodically review true-up reports to ensure that Customer's contract remains competitive. This section shall not apply to the reduction of prices due to tier discounts, other discounts or reductions in prices.
- 1.19.4 The vendor will be required to provide a list of Customer approved products on the online system to all eligible users. Subject to the scope of this Agreement, Vendor will include any item from the CDWG Catalog on the online system upon notice of the Chief Information Officer; such items will be subject to the applicable discount off list or cost plus mark-up set forth in Exhibit 2. The Chief Procurement Officer reserves the right to restrict the purchase of any product or group of products not previously accepted as standard Customer products.
- 1.19.5 For the purpose of calculating tier discounts, Customer volumes should be aggregated. Calculation of tier discounts shall include purchases by employees of any aforementioned entities. Purchases shall be calculated toward tier discounts at the time of order placement, rather than time of delivery, payment or other time.
- 1.19.6 For the purpose of applying tier discounts, such discount shall be immediately applied once a tier is reached. Purchase orders that fall only partially within a discounted tier may be partially discounted.
- 1.19.7 In the event the OEM offers customer incentives in the form of promotional pricing or rebates that are more advantageous to Customer, Vendor will extend those to Customer.
- 1.19.8 In the event more favorable pricing is available to qualified Customer departments and/or sister agency (e.g., library or academic pricing), the vendor will honor this pricing for orders from the qualified departments and/or agencies.
- 1.19.9 Customer reserves the right to request quotes directly from other product providers and to give to Vendor the option to fulfill or decline Customer's quote based upon its relationship and current pricing from the product provider. Customer reserves the right to request quotes or procure any and all Contract Items from a source other than the Vendor.
- 1.19.10 When an end user receives pricing under this contract that is more aggressive than the agreed upon rates, Vendor will endeavor to offer similarly aggressive pricing to other eligible contract users that are purchasing the same model and number of products within the same time period.
- 1.19.11 As further detailed below, CDWG will provide to the City: (a) for the items structured as a discount from Manufacturer's Suggested Retail Price (MSRP), the MSRP lists given to the Vendor from the manufacturer, and (b) for items structured as a cost plus structure, documentation sufficient to demonstrate the actual cost to CDWG, and the landed costs (as represented by a percentage), for that item. CDWG will provide such documentation upon the request of Customer, over the period of time and for the products requested. Unless agreed otherwise by

Customer and CDWG, CDWG will provide the documentation without further request from City for any Product ordered by City that is not included on the list of offerings pre-approved by the Commissioner of the Department of Innovation and Technology (see Sec. 1 1.1).

1.19.12 No service fees or additional costs shall be invoiced to Customer by the Vendor during the Term of the Agreement

1.19.13 There shall be no "small order", "minimum order", or "special order" charges or surcharges.

1.19.14 Any rush delivery that occurs as a result of the Vendor's or Vendor's suppliers' error (e.g., stock-outs, etc.) shall be free of charge, i.e., no handling surcharges shall be added or discounts lost for any rush or expedited orders.

1.19.15 As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Vendor may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, providing the product is available as part of CDWG's standard product listing. CDWG will provide the Chief Procurement Officer with 180 days' advance written notice of discontinuance of products included on the City's online system

1.20 Information Technology Accessibility Standards

Vendor at all times during the term of the contract must be compliant with the Illinois Information Technology Accessibility Act, the Americans with Disabilities Act, and Section 508 of the Rehabilitation Act, to the extent applicable to the Services and to the extent legally required. In the event of the Vendor's non-compliance with the above, Vendor will promptly perform at Vendor's expense, all curative measures necessary to remedy such non-compliance

1.21 DBE and other government conditions

Vendor will receive orders paid for from a variety of funding sources, including federal funds or grants. If any portion of the order is paid for by federal funds, vendor must comply with applicable grant conditions. Such grant conditions may include, but are not limited to, the use of Disadvantaged Business Enterprise (DBE) special conditions. In the case of an order subject to DBE special conditions, a DBE plan will be required for that order. Customer will inform vendor when an order is funded by federal grants.

EXHIBIT 2
SCHEDULE OF COMPENSATION



Department of Innovation and Technology

Hardware & Software Services Schedule of Compensation Notes

General:

1. The same discount or cost plus percentage identified with respect to specific items listed in the Compensation Schedule will apply to the remainder of the manufacturer's offering within each applicable category of products, per, as summarized in the "City of Chicago Categorical Manufacturer Line Discounts" section, which outlines the manufacturer discounts by products or service category. In the event of any inconsistency between categorical pricing and pricing for a specific item, the most advantageous pricing for the City controls. In addition, Section 7.0 outlines the hourly rates for on-site and configuration services, and the per unit rates for other in-

2. For all pricing, % Discount is off MSRP (List Price) and Markup is % above CDW-G's Landed Cost. CDW-G Cost (Landed Cost) is defined as the standard acquisition cost associated with the inventory of product, but also including the capital and management costs and risks associated with procuring, warehousing, distributing, and selling the inventory. MSRP or List Price means that manufacturer suggested retail price provided by manufacturer to CDW-G.

3. As stated in Section 1.19.2 of Exhibit 1, Unlisted Items will carry a Cost Plus Markup not to exceed 5%.

4. Any dollar values included in the compensation schedule are intended to reflect pricing at a certain point in time, and are included in this Exhibit 2 only for reference, and are subject to change in accordance with the terms of this Agreement, including Exhibits.

Software:

1. Pricing for maintenance may be required for specific manufacturer programs. If so, CDW-G will conform to the same structure listed for that Manufacturer.
2. Items which are in red text do not conform exactly to the CDW-G offered price structure as they are a part of a different licensing program.
3. Gaps in the numbering sequence in section 5.0 Software Pricing Part 1 are intentional and result from discontinued offerings.

Networks:

1. Pricing structure for Cisco is for bundled items; for all other Cisco items, the offering will be a markup of 1% over CDW-G's cost.

Pricing Limits:

1. Under no circumstances shall the price to be charged to the City for an item exceed the current advertised price (on CDW-G.com) offered for such item.

City of Chicago

Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services RFP

Specification No. 105081

Exhibit 2

Schedule of Compensation



Department of Innovation and Technology

Hardware & Software Services Categorical-Manufacturer Line Discounts

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Active Networks Inc	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Actuate (PB Views)	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Adobe	Enterprise Products, Software and Maintenance	1% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Adobe	Standard Products and Maintenance	18% off MSRP	5 0 Software Pricing Part 1, 5 0a Software Pricing Part 1 2
Adeptia	Software and Maintenance	5% over CDW•G Landed Cost	
AirTight	Hardware	3% over CDW•G Landed Cost	
AirTight	Hardware Warranty	3% over CDW•G Landed Cost	
AirTight	Software and Maintenance	3% over CDW•G Landed Cost	
AirTight	Professional Services	3% over CDW•G Landed Cost	
Alertec	Hardware	3% over CDW•G Landed Cost	
Alertec	Hardware Warranty	3% over CDW•G Landed Cost	
Alfresco, Inc	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
All Manufacturers	Training	5% over CDW•G Landed Cost	
Altova	Software and Maintenance	2% over CDW•G Landed Cost	
Antiance	Software and Maintenance	2% over CDW•G Landed Cost	
Apple	iPads	2% below CDW•G Advertised	4 0 Hardware Pricing Part 1
Apple	iMacs	2% below CDW•G Advertised	4 0 Hardware Pricing Part 1
Apple	Macbooks	2% below CDW•G Advertised	4 0 Hardware Pricing Part 1
Apple	Warranties	2% below CDW•G Advertised	4 0 Hardware Pricing Part 1
Apple	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Applimation	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Autodesk/AutoCAD Products	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Avid	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
B2GNow - Certification & Compliance	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
BEA	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Bentley System	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
BindView	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
BottomLine	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
CheckPoint	Software and Maintenance	1% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Cisco	SMARTnet	1% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Cisco	Refurb Hardware/Software	1% over CDW•G Landed Cost	6 0 Network Equipment NEW and REFURBISHED Pricing
Cisco	New Hardware/Software	1% over CDW•G Landed Cost	6 0 Network Equipment NEW and REFURBISHED Pricing
Citrix	Hardware	25% off MSRP	6 0 Network Equipment NEW and REFURBISHED Pricing
Citrix	Hardware Warranty	0% off MSRP	6 0 Network Equipment NEW and REFURBISHED Pricing
Citrix Products	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Cogix	Software and Maintenance	5% over CDW*G Landed Cost	
Computer Associates	Software and Maintenance	1% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Corel	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Coverity	Software and Maintenance	3% over CDW*G Landed Cost	
Cyber Source (Payment Manager)	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Day Software	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Digital River Inc	Software and Maintenance	5% over CDW*G Landed Cost	
Elixir	Software and Maintenance	3% over CDW*G Landed Cost	
EMC	Connectrix, Hardware, Peripherals, Maintenance and Related Software	40% off MSRP	
EMC	Third Party Hardware, Software and Switches	21% off MSRP	
EMC	Data Domain, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP	
EMC	Isilon, Hardware and Related Software	15 6% off MSRP	
EMC	Isilon, Accessories	4 3% off MSRP	
EMC	RSA Hardware	6 9% off MSRP	
EMC	RSA Software	10 9% off MSRP	
EMC	RSA Hardware and Software Maintenance	5 5% off MSRP	
EMC	Professional Services	2% off MSRP	
EMC	Atmos, Hardware, Peripherals, Maintenance and Related Software	45% off MSRP	4 1 Hardware Pricing Part 2
EMC	DMX, Hardware, Peripherals, Maintenance and Related Software	55% off MSRP	4 1 Hardware Pricing Part 2
EMC	VNXe, Hardware, Peripherals, Maintenance and Related Software	30% off MSRP	4 1 Hardware Pricing Part 2
EMC	VNX, Hardware, Peripherals, Maintenance and Related Software	35% off MSRP	4 1 Hardware Pricing Part 2
EMC	VPLEX, Hardware, Peripherals, Maintenance and Related Software	50% off MSRP	4 1 Hardware Pricing Part 2
EMC	VMAX and VMAXe, Hardware, Peripherals, Maintenance and Related Software	64% off MSRP	4 1 Hardware Pricing Part 2
EMC	ClaRION, Centra and NAS, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP	
Emulex	Hardware	5% over CDW*G Landed Cost	
Emulex	Hardware Warranty	5% over CDW*G Landed Cost	
ESRI	Software and Software Maintenance	5% over CDW*G Landed Cost	5 0 Software Pricing Part 1
Extensis	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
F5	Networking Products and Maintenance	8% off MSRP	6 0 Network Equipment Pricing
Faronics	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
FireEye	Hardware	3% over CDW*G Landed Cost	
FireEye	Hardware Warranty	3% over CDW*G Landed Cost	
FireEye	Software and Maintenance	3% over CDW*G Landed Cost	
FireEye	Professional Services	3% over CDW*G Landed Cost	
Fuel Smart	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Google	Software and Maintenance	5% over CDW*G Landed Cost	
GW Micro	Software, Annual support and Maintenance	2% over CDW*G Landed Cost	
Heartland Payment Systems	Software and Maintenance	2% over CDW*G Landed Cost	
Hitachi	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
HP	Cartridge Back-up Tapes	3% over CDW*G Landed Cost	
HP	Proliant and Blade Servers	26% off MSRP	4 1 Hardware Pricing Part 2
HP	Network Node Manager and Maintenance	3% over CDW*G Landed Cost	5 0 Software Pricing Part 1

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
HP Software- entire line except Network Node Manager	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
IBM (FileNet)	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
IBM (FileNet)	Professional Services	5% over CDW•G Landed Cost	
Ideascale (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
IDM Computer Solutions Inc	Software and Maintenance	3% over CDW•G Landed Cost	
InfoBlox	Software and Maintenance	3% over CDW•G Landed Cost	
InfoBlox	Hardware	3% over CDW•G Landed Cost	
InfoBlox	Hardware Warranty	3% over CDW•G Landed Cost	
Info Enterprise Asset Management	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Infor Hansen Community Development and Regulation (CDR) module with mobile and Dynamic Portal	Software and Maintenance		
Integrat Family & Products	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Intellireach	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Jaws	Software, Annual Support and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Juniper Networks	Hardware, Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
LANDesk	Software and Maintenance	1% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Legato	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Liferay	Software and Maintenance	2% over CDW•G Landed Cost	
Livestream (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Macromedia	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
MapInfo Location Intelligence and GIS Products -- Pitney Bowes	Software and Maintenance		
McAfee	Software	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
McAfee	Maintenance	3% over CDW•G Landed Cost	5 0 Software Pricing Part 1
McAfee	Hardware	3% over CDW•G Landed Cost	
McAfee	Hardware Warranty	3% over CDW•G Landed Cost	
McAfee	Professional Services	3% over CDW•G Landed Cost	
MCL	Software and Maintenance	3% over CDW•G Landed Cost	5 0 Software Pricing Part 1
MCM Technology	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
MetraTech Billing	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
MetraTech Law Case Management	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Microsoft	Select and Enterprise Agreement Software, Maintenance and Software Assurance	17% off MSRP	5 0 Software Pricing Part 1, 5 0a Software Pricing Part 1 2
Microsoft	Multipoint Server	12% off MSRP	5 0a Software Pricing Part 1 2
Microsoft Academic Programs (pending Microsoft eligibility rules)	Software and Maintenance		
MIR3	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Motorola	Software and Maintenance	3% over CDW•G Landed Cost	
Neotys	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Neotys Software	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Netdimensions	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Network Associates	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Network Solutions	Domain Name Registration subscription service	3% over CDW•G Landed Cost	
Novell MLA	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Novo Solutions	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Nuance	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Oracle	M3000, M4000, M5000 and Warranties	20% off MSRP	4 1 Hardware Pricing Part 2
Oracle	M8000, M9000, I/O Expansion and Warranties	30% off MSRP	4 1 Hardware Pricing Part 2
Oracle	Software and Software Maintenance	2% over CDW•G Landed Cost	5 0 Software Pricing Part 1
Oracle	Professional Services	2% over CDW•G Landed Cost	
Panasonic	Hardware and Maintenance	5% over CDW•G Landed Cost	
PDF Complete	Software and Maintenance	3% over CDW•G Landed Cost	
Qarbon	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
OAS (Experian)	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Qlogic	Hardware	5% over CDW•G Landed Cost	
Qlogic	Hardware Warranty	5% over CDW•G Landed Cost	
Quark	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
RedHat	Software and Maintenance	2% over CDW•G Landed Cost	5 0 Software Pricing Part 1
SafeNet	Software and Maintenance	5% over CDW•G Landed Cost	
SafeNet	Hardware	5% over CDW•G Landed Cost	
SafeNet	Hardware Warranty	5% over CDW•G Landed Cost	
SAP	Software and Maintenance	5% over CDW•G Landed Cost	5 0 Software Pricing Part 1
Serena	PVCS Version Manager	3% over CDW•G Landed Cost	
SmallWorld Geospatial Solutions - General	Software and Maintenance		
Electric		5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Socrata (Subscription SW)	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Solarwind, Inc	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
SPSS	Software and Maintenance	3% over CDW•G Landed Cost	5 1 Software Pricing Part 2
SumTotal Time and Attendance	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Symantec	Software and Maintenance	1% over CDW•G Landed Cost	
Symantec	Hardware	1% over CDW•G Landed Cost	
Symantec	Hardware Warranty	1% over CDW•G Landed Cost	
TechSmith	Software and Maintenance	5% over CDW•G Landed Cost	
TimeTrade	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Unlisted/Alternate Software Manufacturers	Software, Annual Support and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Verdium	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
Veritas	Software and Maintenance	1% over CDW•G Landed Cost	
Vertex	Software and Maintenance	5% over CDW•G Landed Cost	
VMWare	Software and Maintenance	2% over CDW•G Landed Cost	
Webfeat	Software and Maintenance	5% over CDW•G Landed Cost	5 1 Software Pricing Part 2
WebTech Wireless	Hardware Maintenance	5% over CDW•G Landed Cost	
WebTech Wireless	Professional Services	5% over CDW•G Landed Cost	
WebTech Wireless	Software and Maintenance	5% over CDW•G Landed Cost	
WinZip Computing	WinZip	1% over CDW•G Landed Cost	
XORA	Software and Maintenance	3% over CDW•G Landed Cost	

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Zebra	Hardware	3% over CDW•G Landed Cost	
Zebra	Hardware Warranty	3% over CDW•G Landed Cost	
Zephyr	Software and Maintenance	1% over CDW•G Landed Cost	



Department of Innovation and Technology

Hardware & Software Services
Hardware Pricing (Part 1)

Company Name	IBM Corp.
Company Address	1000 Corporate Park
Company City	Armonk, NY
Company State	NY
Company Zip	10504
Company Phone	(914) 436-2000
Company Fax	(914) 436-2001
Company Email	ibm@ibm.com
Company Website	www.ibm.com

City Asset Tag Unit Cost	\$	5.00
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ID	Product Group	Product Type	Product Category (See City HW Standards tab)	City Standard Item	List Price Per Unit	% Discount	Price after Discount	Cost Per Unit to Load Image	Deployment Cost per Unit	Shipping Cost	CDIC Cost	Asset Tag City
4 001	I	Apple Products	CPS Apple Standard	Apple iMac	\$ 1,260.98	2%	\$ 1,235.76	\$ 23.53	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4 002				Apple MacBook	\$ 1,546.52	2%	\$ 1,515.89	\$ 23.53	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4 003				Apple iPad	\$ 696.83	2%	\$ 682.89	\$ 23.53	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4 007	III	Ruggedized Equipment	Rugged Tablet	Panasonic TB CF 19 Tablet	\$ 2,695.24	8%	\$ 2,476.93	\$ 23.53	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4 008				Panasonic TB CF 31	\$ 3,969.04	18%	\$ 3,258.38	\$ 23.53	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00

Department of Innovation and Technology

Hardware & Software Services
Hardware Pricing (Part 2)



Company Name	Address	City	State	Zip	Country
Company Name	Address	City	State	Zip	Country

ID	Product Group	Product Type	Brand/Product Family	Qty Standard Item	Version Specs	List Price per Unit	Percent Discount Off List Price (ALL Items)	Price After Discount	Imaging Costs Per Unit	Deployment Costs Per Unit	Shipping Costs Per Unit	Asset Tag Qty	Notes
4.113			HP Servers	HP DL380 G7	HP ProLiant DL380 G7 E5630 2.5GHz, quad core Processor 8 GB RAM (2x) 300 gb SAS 10K No OS 3-year warranty	\$ 3,646.00	26%	\$2,698.04	\$ 175.00	\$ 175.00	\$0	\$ 5.00	
4.114				[Other HP Servers]	HP PN 642137-001	\$ 3,319.00	26%	\$2,456.06	\$ 175.00	\$ 175.00	\$0	\$ 5.00	
4.115				HP ProLiant DL	HP PN 624690-001	\$ 905.00	26%	\$669.70	\$ 175.00	\$ 175.00	\$0	\$ 5.00	
4.116				HP ProLiant ML	HP PN 654078-501	\$ 1,075.00	26%	\$795.50	\$ 175.00	\$ 175.00	\$0	\$ 5.00	
4.117			HP ProLiant	HP ProLiant SL	HP ProLiant SL165s AMD Opteron 628 2.0GHz Processor 8GB RAM Gigabit Ethernet No OS 3 Year Warranty	\$ 1,931.00	26%	\$1,428.94	\$ 175.00	\$ 175.00	\$0	\$ 5.00	
4.118				HP ProLiant MicroServer	HP PN 658553-001	\$ 349.00	26%	\$258.76	\$ 175.00	\$ 175.00	\$0	\$ 5.00	
4.119				[Other HP ProLiant Servers]	HP PN 648375-001	\$ 1,519.00	26%	\$1,124.06	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.120				SPARC Enterprise M3000	PN 12001026	\$ 20,795.00	20%	\$16,636.00	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.121				SPARC Enterprise M4000	PN SE4000-FAM-SUN-Z	\$ 32,303.00	20%	\$25,842.40	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.122		Servers		SPARC Enterprise M5000	PN SE5000-FAM-SUN-Z	\$ 103,125.00	20%	\$82,500.00	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.123			Oracle M Series	SPARC Enterprise M8000	PN SE8000FAM-SUN-Z	\$ 758,389.00	30%	\$530,872.30	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.124				SPARC Enterprise M9000	PN SE9000-32FAM-SUN-Z	\$ 1,021,349.00	30%	\$714,944.30	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.125				External I/O Expansion Unit	Oracle External I/O Expansion Unit	\$ 9,995.00	30%	\$6,996.50	\$ 175.00	\$ 175.00	\$0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4.126				[Other Oracle M Series Servers]		\$ 0.00		\$0.00	\$ 175.00	\$ 175.00	\$0	\$ 5.00	

ID	Product Group	Product Type	Brand/Product Family	City Standard Item	Revised Specs	List Price per Unit	Percent Discount Off List Price (All Tiers)	Price After Discount	Imaging Costs Per Unit	Deployment Costs Per Unit	Shipping Costs Per Unit	Asset Tag City	Notes
4 127				ProLiant Server Blades	HP PN 598132-B21 HP Integrity BL660 Intel Itanium 1 6GHz Processor 600GB Hard Drive Gigabit Ethernet No OS 3 year warranty	\$ 1,525.00	26%	\$1,131.46	\$ 175.00	\$ 175.00	\$ 0	\$ 5.00	
4 128				Integrity Server Blades	HP PN AP880A HP PN AQ697A HP PN 59813D-B21 [Other HP Blade Servers]	\$ 9,619.00 \$ 1,999.00 \$ 3,999.00 \$ 2,099.00	26%	\$7,118.06	\$ 175.00	\$ 175.00	\$ 0	\$ 5.00	
4 129				Storage Blades	EMC Atmos		26%	\$1,479.36	\$ 175.00	\$ 175.00	\$ 0	\$ 5.00	
4 130				Tape Blades	400T 2DROD HAPW		26%	\$2,959.36	\$ 175.00	\$ 175.00	\$ 0	\$ 5.00	
4 131				[Other HP Blade Servers]	1GBE 24 port Switch SVR 1U 1GBE 2x Atmos SW Base 1TB Enhanced SW Support Samba GPL3 Tool Set Power Cable 3 year warranty	\$ 117,445.00	45%	\$64,594.75			\$ 0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4 132	VII			Atmos	EMC Symmetrix DMX4 8GB RAM 2x DMX4 4PT 4G FC FBE 4M Power Cable EMC Ionix Control Center 6.1 Install Kit EMC CC 6.1 Software Kit EMC CC 6.1 System Package Enhanced with SAN MGR Base CC 6.1 Virtual Prov for Symm VProv Base SPA 1TB Non SATA O-14TB Premium Software Support Equip Bay Battery Back Up DMX4 Power Mod DMX4 6 Slot SYS BAY SPA License Solution SPA Base New License EMC Secure Remote Support Gateway Client 3 year warranty	\$ 419,764.00	55%	\$188,893.80			\$ 0	\$ 5.00	These services require an EMC Statement of Work and the pricing is dictated by EMC. All EMC services have to be performed by EMC Delivery Engineers Priced 2% above CDW's landed cost
4 133	Storage Solutions	EMC Storage Solutions		Symmetrix DMX 4	EMC Symmetrix VMAX with VMAX 15SLT DR ENCL VMAX SB SPS VMAX Base 32GB VMAX 8GB BM FC VMAX 4GB 10K 300GB Drive 50A 3PH Delta HBL RSTOL ADPTR AC 3PH 50A 2//4in Conduit ADPTR SYMM Virtual Prov Runtime SYMM License Solution PSMT Enginuity Non SATA O 14TB (TCF0100) Enginuity BASE NEW LICENSE VMAX Delta INFRAS VMAX SB DIR DELTA EMC Secure Remote Support Gateway Client 3 year warranty	\$ 469,051.00	64%	\$168,858.36			\$ 0	\$ 5.00	Deployment cost are an estimate more information is need to provide and exact statement of work
4 134				Symmetrix VMAX									

4.1 Hardware Pricing Part 2

ID	Product Group	Product Type	Brand/Product Family	City Standard Item	Revised Specs	List Price per Unit	Percent Discount Off List Price (All Items)	Price After Discount	Imaging Cost per Unit	Deployment Cost per Unit	Shipping Costs per Unit	Notes
4.135				Simmetrix VMAXe	PN BA SBU	\$ 16,870.00	64%	\$6,073.20			\$0	Deployment cost are an estimate more information is needed to provide and exact statement of work
4.136				VNX	PN VSPMXG12TWAS	\$ 4,000.00	35%	\$2,600.00			\$0	Deployment cost are an estimate more information is needed to provide and exact statement of work
4.137				VNXe	PN V31D12AM19PS	\$ 11,513.00	30%	\$8,059.10			\$0	Deployment cost are an estimate more information is needed to provide and exact statement of work
4.138				VPLEX	PN V52-04-RACK	\$ 4,200.00	50%	\$2,100.00			\$0	Deployment cost are an estimate more information is needed to provide and exact statement of work
4.140				HP Storage Solutions	PN BK718A	\$ 18,136.00	2%	\$17,773.28	\$ 175.00	\$ 175.00	\$0	Deployment cost are an estimate more information is needed to provide and exact statement of work

Department of Innovation and Technology

Hardware & Software Services
Software Pricing (Part 1)

Company Name	CDW-G
Company Type	Manufacturer/Reseller

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (ALL Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0101	ADOBE, ACROBAT V10.0 STANDARD FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65086503AF01A00	Each		Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	To support the City's cost savings initiative, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
5 0102	ADOBE, ACROBAT V10.0 STANDARD UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65086190AF01A00	Each		Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	To support the City's cost savings initiative, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
5 0103	ADOBE, ACROBAT V10.0 STANDARD CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	6508584AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
S 0104	ADOBE, ACROBAT V10.0 PROFESSIONAL FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65083691AF01A00	Each		Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	To support the City's cost savings initiative, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
S 0105	ADOBE, ACROBAT V10.0 PROFESSIONAL UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65083234AF01A00	Each		Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	To support the City's cost savings initiative, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
S 0106	ADOBE, ACROBAT V10.0 PROFESSIONAL CD SET, CD ONLY NO LIC ORIGINAL MANUFACTURERS DOCUMENTATION INC ON MEDIA (MEDIA DOWNLOAD)	6508831444F00A00	Each	\$0	Discount	15%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items
S 0107	ADOBE, PAGEMAKER PLUS V7.0 2 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	54034297AF01A00	Each	\$249	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
S 0108	ADOBE, PAGEMAKER PLUS V7.0 2 CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	27530422AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Danded Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0109	ADOBE, PHOTOSHOP CS5 V12.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65158421AF01A00	Each	\$602	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
5 0110	ADOBE, PHOTOSHOP CS5 V12.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65158504AF01A00	Each	\$172	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
5 0111	ADOBE, PHOTOSHOP CS5 V12.0 CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65158554AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items
5 0112	ADOBE, DREAMWEAVER CS5 V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65168458AF01A00	Each	\$344	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
5 0114	ADOBE, DREAMWEAVER CS4 V11.0, CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65168756AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items
5 0115	ADOBE, FLASH PRO CS5 V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65173561AF01A00	Each	\$602	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
5 0116	ADOBE, FLASH PRO CS5 V11.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65173526AF01A00	Each	\$172	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
5 0117	ADOBE, FLASH PRO CS5 V11.0, CD SET, CD ONLY NO LIC/DISKS (MEDIA DOWNLOAD)	65173638AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Seas/Cloud Notes	Notes
S 0119	ADOBE, FREEHAND MX V11.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65186940AF01A00	Each	\$74	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
S 0120	ADOBE, FREEHAND MX V11.0, CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	38001378AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items
S 0121	ADOBE, FIREWORKS CSS V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65157604AF01A00	Each	\$258	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
S 0122	ADOBE, FIREWORKS CSS V11.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65157329AF01A00	Each	\$129	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
S 0124	ADOBE, CONTRIBUTE CSS V6.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65070186AF01A00	Each	\$157	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
S 0125	ADOBE, CONTRIBUTE CSS V6.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65070122AF01A00	Each	\$78	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	
S 0126	ADOBE, CONTRIBUTE CSS V6.0, CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65070236AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SAAS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (Waste if Discount Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit (if any)	SaaS/Cloud Notes	Notes
5 0201	Business Objects 4.0		Each		Markup	5%			Per SAP, individual item pricing is not available for this item. We would more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed
5 0202	Auditor 3.1		Each		Markup	5%			Per SAP, individual item pricing is not available for this item. We would more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed
5 0203	Web Intelligence 3.1		Each		Markup	5%			Per SAP, individual item pricing is not available for this item. We would more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed
5 0204	Designer 3.1		Each		Markup	5%			Per SAP, individual item pricing is not available for this item. We would more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0205	Desktop Intelligence 3.1		Each		Markup	5%			Per SAP, individual item pricing is not available for this item. We would more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed.
5 0301	Address Coder		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote.	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City.
5 0302	ArcEditor		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote.	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City.

S 0 Software Pricing Part 1

ID	Product	Fig. Part Number or latest version	Unit of Measure	Base Price Per Unit (MFR's if Discount, Unltd Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0303	ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0304	ArcGIS 3D Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0305	ArcGIS Data Interoperability		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discounted, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
S 0306	ArcGIS Data Models		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0307	ArcGIS Data Reviewer		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0308	ArcGIS Defense Solutions		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfr. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Made If Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All-Tier)	Other Annual Maintenance or Subscription Cost per Unit, if any	SAAS/Cloud Notes	Notes
5 0309	ArcGIS Editor for OpenStreetMap		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0310	ArcGIS Engine		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0311	ArcGIS Explorer Desktop		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (MSRP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
S 0312	ArcGIS Explorer Online		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0313	ArcGIS for AutoCAD		Each		Markup	5%		CDW G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0314	ArcGIS for Desktop		Each		Markup	5%		CDW G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (Include if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (ALL Tern)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
S 0315	ArcGIS for Desktop Extensions		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0316	ArcGIS for Home Use		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0317	ArcGIS for INSPIRE		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, United Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
S 0318	ArcGIS for Windows Mobile		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0319	ArcGIS for Server		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0320	ArcGIS for Server Extensions		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg Part Number or Interit Version	Unit of Measure	Base Price Per Unit (MSRP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit (if any)	SAAS/Cloud Notes	Notes
5 0321	ArcGIS for Server Image Extension		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0322	ArcGIS for SharePoint		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0323	ArcGIS for Smartphones and Tablets		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discounted; Unlisted Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0324	ArcGIS Geostatistical Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0325	ArcGIS Military Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0326	ArcGIS Network Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (Include if Discount/Limited Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0327	ArcGIS Online		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0328	ArcGIS Online Map and Task Services		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0329	ArcGIS Publisher		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

Item ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (Include if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0330	ArcGIS Schematics		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0331	ArcGIS Spatial Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0332	ArcGIS Tracking Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0333	ArcGIS Web Mapping APIs		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0334	ArcGIS Workflow Manager		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0335	ArcIMS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (NISP If Discount Limited Cost If Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0336	ArcInfo		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0337	ArcLogistics		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0338	ArcLogistics Navigator		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (MSRP if Discount Applied Cost if Markup)	Discount or Markup	% Discount or Markup (All Tier)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0339	ArcPad		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0340	ArcReader		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0341	ArcScan for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S O Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (Noting if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
S 0342	ArcSketch		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0343	ArcView		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0344	Business Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S O Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (Less 1% Discount, Limited Cost If Markup)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0345	Business Analyst Desktop		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0346	Business Analyst Online (BAO)		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0347	Business Analyst Online (BAO) API		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (WSP-If Discount, Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, If any	SaaS/Cloud Notes	Notes
5 0348	Business Analyst Online (BAO) for iOS		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0349	Business Analyst Online (BAO) Reports Add-In		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0350	Business Analyst Server		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Mark if Discount, Landel Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0351	CityEngine		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0352	Community Analyst		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0353	Community Analyst Add-In for ArcGIS for Desktop		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Net of Discount, Linked Cost if Markup)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0354	Community Analyst API		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0355	Community Maps Program		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0356	Data Appliance for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (Net of Discount, Less Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0357	Districting for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0358	Esri Aeronautical Solution		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0359	Esri Defense Mapping		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (N/A if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0360	Esri Developer Network (EDN)		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0361	Esri Geoportal Server		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0362	Esri Nautical Solution		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Netto If Discount/Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0363	Esri Production Mapping		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0364	Esri Redistricting		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0365	Esri Updated Demographics		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (MSRP / Discount / Landlord Cost / Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0366	GeoCollector		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0367	Geodatabase Toolset (GDBT)		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0368	Geoportals Add-ons		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0369	Grid Manager		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0370	Maplex for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0371	Mapping and Charting		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP If Discount, Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All Terms)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0372	Military Overlay Editor (MOLE)		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0373	OLAP for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0374	Portal for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP-If Discount/Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
S 0375	StreetMap Premium for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0376	Tapestry Segmentation		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0377	Tracking Server		Each		Markup	5%		CDW-G will provide ESRI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Standard Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0378	U S National Grid Tools for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0379	WNC Client for ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SAAS programs which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0401	McAfee All Access	AA12EMB1RAA	Per Annual License	\$68	Markup	3%			CDW-G has quoted the retail price for these items. We recommend the city utilize a licensing program for addition cost savings
5 0402	McAfee Total Protection	MTP12EMB1RAA	Per Annual License	\$49	Markup	3%			CDW-G has quoted the retail price for these items. We recommend the city utilize a licensing program for addition cost savings

S O Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (MSRP If Discount/Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0403	McAfee Internet Security	MIS12EMB1RAA	Per Annual License	\$41	Markup	3%			In order to provide cost savings to the City, CDW-G is quoting the enterprise licensing program based on 1000 users
5 0404	McAfee AntiVirus Plus	MAV12EMB1RAA	Per Annual License	\$33	Markup	3%			In order to provide cost savings to the City, CDW-G is quoting the enterprise licensing program based on 1000 users
5 0405	McAfee AntiVirus Plus	MAV12EMB1RAA	Per Annual License	\$33	Markup	3%			In order to provide cost savings to the City, CDW-G is quoting the enterprise licensing program based on 1000 users
5 0501	HP SOFTWARE NETWORK NODE MANAGER ISO FOR WINDOWS, NODE PACK FOR 50 200 NODES, COMPLETE SET, INCLUDES LIC, DISKS, DOC	T4634AA	Each	\$2,067	Markup	3%			
5 0502	HP SOFTWARE MAINTENANCE/SUPPORT/SUPPORT RENEWAL FOR NETWORK NODE MANAGER ISO FOR WINDOWS, NODE PACK FOR 50 200 NODES	T463AAE	Per Annual License	\$2,067	Markup	3%			
5 0601	MCL CLIENT V3.0 LICENSE, COMPLETE SET, INCLUDES LIC, DISKS, DOC	SWE-60624-01	Each	\$87	Markup	3%			
5 0602	MCL USB HARDWARE KEY LICENSE, COMPLETE SET, INCLUDES LIC, DISKS, DOC	50-1200-086R	Each	\$112	Markup	3%			
5 0603	MCL LINK CLIENT FOR WORKSTATION, COMPLETE SET, INCLUDES LIC, DISKS, DOC	SWE 63622-01	Each	\$218	Markup	3%			

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5 0701	VLA ACCESS 2010 ALL LANGUAGES	077-06158	Each	\$148	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0702	VLA PUBLISHER 2010 ALL LANGUAGES	164-06757	Each	\$103	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0703	VLA INFOPATH 2010 ALL LANGUAGES	527-03568	Each	\$139	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0704	VLA INFOPATH WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	527-00055	Each	\$179	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0705	VLA LYNC 2010 ALL LANGUAGES	6YH-00595	Each	\$25	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0706	VLA LYNC LIC/SA ALL LANGUAGES	6YH-00593	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0707	VLA MSDN OPERATING SYSTEM LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	G71-03031	Each	\$500	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0708	VLA OFFICE PRO PLUS 2010 ALL LANGUAGES	79P-03586	Each	\$331	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0709	VLA OFFICE PRO PLUS LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	269-05557	Each	\$515	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Fig. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0710	VIA OFFICE PRO WIN32 SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	269-07501	Each	\$138	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0711	VIA OFFICE STD 2010 ALL LANGUAGES	021-09744	Each	\$243	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0712	VIA OFFICE STD LIC/SA ALL LANGUAGES	021-05339	Each	\$377	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0714	VIA ONENOTE 2010 ALL LANGUAGES	543-05523	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0715	VIA ONENOTE WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	526-00115	Each	\$72	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0716	VIA PROJECT 2010 ALL LANGUAGES	076-04709	Each	\$349	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0717	VIA PROJECT LIC/SA ALL LANGUAGES	076-01810	Each	\$543	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0718	VIA PROJECT PRO 2010 W/ 1 PROJECT SERVER CAL ALL LANGUAGES	H30-03181	Each	\$582	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0719	VIA PROJECT PRO WIN32 WITH 1 CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	H30-00255	Each	\$906	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0720	VIA PROJECT PRO WIN32 WITH 1 CLIENT SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	H30-00912	Each	\$363	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0721	VIA PUBLISHER 2010 ALL LANGUAGES	164-06757	Each	\$85	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0722	VIA PUBLISHER WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	164-02412	Each	\$133	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0723	VIA SHAREPOINT WORKSPACE 2010 ALL LANGUAGES	2UD-00693	Each	\$85	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0724	VIA STREETS AND TRIPS 2011 ALL LANGUAGES	B17-00556	Each	\$21	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0725	VIA STREETS AND TRIPS WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	B17-00159	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0726	VIA VISIO PREMIUM 2010 ALL LANGUAGES	TSD-00989	Each	\$379	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0727	VIA VISIO PREMIUM LIC/SA ALL LANGUAGES	TSD-00985	Each	\$488	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0728	VIA VISIO PREMIUM SA STEP UP VISIO PRO ALL LANGUAGES	TSD-00986	Each	\$24	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (MSRP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0729	VLA VISIO PRO 2010 ALL LANGUAGES	D87-05004	Each	\$299	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0730	VLA VISIO PRO WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	D87-01099	Each	\$465	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0731	VLA VISIO PRO WIN32 SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	D87-02231	Each	\$255	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0732	VLA VISIO STD 2010 ALL LANGUAGES	D86-04531	Each	\$136	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0733	VLA VISIO STD WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	D86-01240	Each	\$211	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0736	VLA VISUAL STUDIO LIGHTSWITCH 2011 ALL LANGUAGES	L3D-00324	Each	\$155	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0737	VLA VISUAL STUDIO LIGHTSWITCH LIC/SA ALL LANGUAGES	L3D-00322	Each	\$241	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0738	VLA VISUAL STUDIO PREM W/ MSDN SA STEP UP VSTUDIO PRO W/ MSDN EMBEDDED ALL LANG	9ED-00228	Each	\$3,566	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0739	VLA VISUAL STUDIO PREMIUM 2010 ALL LANGUAGES	NSF-00082	Each	\$2,629	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0740	VIA VISUAL STUDIO PREMIUM W/ MSDN LIC/SA ALL LANGUAGES	9ED-00071	Each	\$4,088	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0741	VIA VISUAL STUDIO PREMIUM W/ MSDN SA STEP UP FROM VSTUDIO PRO W/ MSDN ALL LANG	9ED-00072	Each	\$3,566	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0742	VIA VISUAL STUDIO PRO 2010 ALL LANGUAGES	CSE-00745	Each	\$349	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0743	VIA VISUAL STUDIO PRO W/ MSDN EMBEDDED LIC/SA ALL LANGUAGES	77D-00110	Each	\$523	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0744	VIA VISUAL STUDIO PRO W/ MSDN LIC/SA ALL LANGUAGES	CSE-00745	Each	\$523	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0746	VIA VISUAL STUDIO TEST PRO 2010 ALL LANGUAGES	N3F 00081	Each	\$1,059	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0747	VIA VISUAL STUDIO TEST PRO W/ MSDN LIC/SA ALL LANGUAGES	LSD-00161	Each	\$1,648	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0748	VIA VISUAL STUDIO ULTIMATE 2010 ALL LANGUAGES	N4F-00086	Each	\$5,734	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0749	VIA VISUAL STUDIO ULTIMATE W/ MSDN LIC/SA ALL LANGUAGES ANNUAL	9ID-00050	Each	\$8,918	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 0750	VLA VISUAL STUDIO ULTIMATE W/ MSDN LIC/SA ALL LANGUAGES	91D-00050	Each	\$8,918	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0751	VLA VISUAL STUDIO ULTIMATE W/ MSDN SA STEP UP FROM VSTUDIO PREM W/ MSDN ALL LANG	91D-00051	Each	\$4,830	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0752	VLA BIZTALK SERVER BRANCH 2010 PER PROCESSOR ALL LANGUAGES	HJA-00569	Each	\$1,647	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0753	VLA BIZTALK SERVER BRANCH PER PROCESSOR L/SA ALL LANGUAGES	HJA-00247	Each	\$1,158	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0754	VLA BIZTALK SERVER ENT 1 PROCESSOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	FS2-00382	Each	\$20,251	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0755	VLA BIZTALK SERVER ENT 1 PROCESSOR SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	FS2-00829	Each	\$15,609	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0756	VLA BIZTALK SERVER ENT 2010 PER PROCESSOR ALL LANGUAGES	FS2-01917	Each	\$28,797	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0757	VLA BIZTALK SERVER ENT RFID 2010 PER PROCESSOR ALL LANGUAGES	DHD-00251	Each	\$3,949	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0758	VLA BIZTALK SERVER ENT RFID PER PROC L/SA ALL LANGUAGES	DHD-00202	Each	\$2,304	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number of latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Limited Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0759	VIA BIZTALK SERVER ENT SA STEP UP BIZTALK SERVER BRANCH 1 PROC ALL LANGUAGES	F52-01626	Each	\$19,094	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0760	VIA BIZTALK SERVER STD 1 PROCESSOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	D75-00277	Each	\$4,642	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0761	VIA BIZTALK SERVER STD 2010 PER PROCESSOR ALL LANGUAGES	D75-01723	Each	\$6,601	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0762	VIA BIZTALK SERVER STD SA STEP UP BIZTALK SERVER BRANCH 1 PROC ALL LANGUAGES	D75-01444	Each	\$3,485	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0763	VIA CORE CLIENT PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	W06-00002	Each	\$68	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0764	VIA CORE CLIENT PER USER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	W06-00426	Each	\$68	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0765	VIA DUET ENT FOR SHAREPOINT AND SAP SERVER 1.0 ALL LANGUAGES	R6H-00265	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0766	VIA DUET ENT FOR SHAREPOINT AND SAP SERVER LIC/SA ALL LANGUAGES	R6H-00263	Each	\$33	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0767	VIA DUET ENT FOR SHAREPOINT AND SAP USER CAL 1.0 ALL LANGUAGES	2TH-00264	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

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5 0768	VIA DUET ENT FOR SHAREPOINT AND SAP USER CAL LIC/SA ALL LANGUAGES	2TH-00262	Each	\$33	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0769	VIA DUET MS OFFICE SAP SERVER LICENSE W/SOFTWARE ASSURANCE ALL LANGUAGES	JS5-00692	Each	\$52	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0770	VIA DUET MS OFFICE SAP USER CLIENT LICENSE W/SOFTWARE ASSURANCE ALL LANGUAGES	JS6-01283	Each	\$52	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0771	VIA DYNAMICS CRM DEVICE CLIENT L/SA ALL LANGUAGES	2FA-00240	Each	\$322	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0774	VIA DYNAMICS CRM EXTERNAL CONNECTOR L/SA ALL LANGUAGES	2GA-00117	Each	\$1,613	Discount	17%		CDW G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0775	VIA DYNAMICS CRM LIMITED DEVICE CLIENT L/SA ALL LANGUAGES	QZA-00038	Each	\$97	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0776	VIA DYNAMICS CRM LIMITED USE ADDITIVE PER DEVICE CAL LIC/SA ALL LANGUAGES	3EI-01195	Each	\$65	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0777	VIA DYNAMICS CRM LIMITED USE ADDITIVE PER USER CAL LIC/SA ALL LANGUAGES	3EI-01196	Each	\$65	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0778	VIA DYNAMICS CRM LIMITED USER CLIENT L/SA ALL LANGUAGES	QZA-00446	Each	\$97	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SPAS/Cloud Notes	Notes
5 0779	VIA DYNAMICS CRM SERVER LIC/SA ALL LANGUAGES	N9J-00587	Each	\$1,613	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0780	VIA DYNAMICS CRM USER CLIENT L/SA ALL LANGUAGES	ZFA-00232	Each	\$322	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0781	VIA DYNAMICS CRM FULL USE DEVICE CLIENT L/SA ALL LANGUAGES	ZFA-00240	Each	\$226	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0782	VIA DYNAMICS CRM FULL USE USER CLIENT L/SA ALL LANGUAGES	ZFA-00232	Each	\$226	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0783	VIA ENT CAL DEVICE CAL W/SERVICES LIC/SA ALL LANGUAGES	76A-00175	Each	\$59	Discount	17%		CDW-G will provide Microsoft SAAS programs which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which as outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance

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5 0784	VIA ENT CAL USER CAL W/SERVICES LIC/SA ALL LANGUAGES	76A-00182	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which as outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance
5 0785	VIA ENT CAL W/SERVICES SA STEP UP FROM CORE DEVICE CAL ALL LANGUAGES	76A-00219	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which as outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance
5 0786	VIA ENT CAL W/SERVICES SA STEP UP FROM CORE USER CAL ALL LANGUAGES	76A-00230	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which as outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance

5.0 Software Pricing Part 1

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5 0787	VIA EXCHANGE DEVICE CAL LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	381-01603	Each	\$67	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0788	VIA EXCHANGE ENT DEVICE CAL W/ SERVICES LIC/SA ALL LANGUAGES	P61-00279	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0789	VIA EXCHANGE ENT USER CAL LIC/SA W SERVICES ALL LANGUAGES	P61-00280	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0790	VIA EXCHANGE HOSTED ENCRYPTION PER USER MONTHLY SUBSCRIPTION ALL LANGUAGES	74G-00003	Each	\$18	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0791	VIA EXCHANGE SERVER ENT 2010 ALL LANGUAGES	395-04385	Each	\$2,638	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0792	VIA EXCHANGE SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	395-02406	Each	\$1,855	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0793	VIA EXCHANGE SERVER ENT SOFTWARE ASSURANCE STEP UP FROM STD ALL LANGUAGES	395-03042	Each	\$1,531	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0794	VIA EXCHANGE SERVER EXTERNAL CONNECTOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	394-00471	Each	\$23,144	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0795	VIA EXCHANGE SERVER STD 2010 ALL LANGUAGES	312-04070	Each	\$461	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

S O Software Pricing Part 1

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5 0796	VIA EXCHANGE SERVER STD LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	312-02176	Each	\$324	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0797	VIA EXCHANGE STD USER CAL 2010 ALL LANGUAGES	381 04225	Each	\$44	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0798	VIA EXCHANGE STD USER CAL LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	394-00529	Each	\$67	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0801	VIA EXCHGENTCAL 2010 ALL LANGUAGES DVCCAL WOSRVCS	PGI-00019	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0802	VIA EXCHGENTCAL 2010 ALL LANGUAGES USRCAL WOSRVCS	PGI-00020	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0803	VIA EXCHGSTDCAL 2010 ALL LANGUAGES DVCCAL	381-04224	Each	\$44	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0806	VIA EXCHGVSREXTCONN 2010 ALL LANGUAGES	394-01302	Each	\$39,676	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0807	VIA FAST SEARCH SERVER SHAREPOINT 2010 ALL LANGUAGES	AEF-00109	Each	\$14,398	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0808	VIA FOREFRONT ENDPOINT PROTECTION PER DEVICE MONTHLY SUBSCRIPTION ALL LANGUAGES	M31-00102	Each	\$5	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 0809	VIA FOREFRONT ENDPOINT PROTECTION PER USER MONTHLY SUBSCRIPTION ALL LANGUAGES	M3I-00103	Each	\$4	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0810	VIA FOREFRONT IDENTITY MANAGER 2010 ALL LANGUAGES	7VC-00165	Each	\$9,663	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0812	VIA FOREFRONT IDENTITY MANAGER EXTERNAL CONNECTOR 2010 ALL LANGUAGES	96C-00140	Each	\$14,367	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0813	VIA FOREFRONT IDENTITY MANAGER LIC/SA ALL LANGUAGES ANNUAL	7VC-00120	Each	\$6,796	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0814	VIA FOREFRONT IDENTITY MANAGER LIC/SA LIVE ALL LANGUAGES	96C-00114	Each	\$6,796	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0815	VIA FOREFRONT IDENTITY MANAGER PER USER LIC/SA ALL LANGUAGES	7WC-00115	Each	\$9	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0816	VIA FOREFRONT IDENTITY MANAGER USER CAL 2010 ALL LANGUAGES	7WC-00141	Each	\$12	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0817	VIA FOREFRONT OFFICE COMM SERVER EXT CONN ADD ON SUBSCRIPTION ALL LANGUAGES	HTC-00107	Each	\$9,120	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0818	VIA FOREFRONT OFFICE COMM SERVER PER DEVICE MONTHLY SUB ALL LANGUAGES	HTC-00086	Each	\$4	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

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5 0819	VIA FOREFRONT OFFICE COMM SERVER PER USER MONTHLY SUB ALL LANGUAGES	HTC-00087	Each	\$4	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0820	VIA FOREFRONT PROTECT FOR SHAREPOINT INTERNET SITES ADD ON MONTHLY SUB ALL LANG	PFF-00064	Each	\$9,120	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0821	VIA FOREFRONT PROTECTION EXCHANGE SERVER EXT CONN MONTHLY SUB ALL LANGUAGES	SKO-00019	Each	\$8,700	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0822	VIA FOREFRONT PROTECTION EXCHANGE SERVER PER DEVICE MONTHLY SUB ALL LANGUAGES	74H-00046	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0823	VIA FOREFRONT PROTECTION EXCHANGE SERVER PER USER MONTHLY SUB ALL LANGUAGES	74H-00007	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0825	VIA FOREFRONT THREAT MANAGEMENT GATEWAY 2010 PER PROC ALL LANGUAGES	4WD-00296	Each	\$854	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0826	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT 2010 25 LIC 1 PROC ALL LANGUAGES	4VD-00357	Each	\$48,314	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0827	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT 2010 PER PROC ALL LANGUAGES	4VD-00272	Each	\$3,752	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0828	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT 25 LIC PER PROC L/SA ALL LANGUAGES	4VD-00355	Each	\$33,976	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

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5 0829	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT FROM FFT TMG PER PROC SASU ALL LANG	4VD-00620	Each	\$2,038	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0830	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT PER PROC L/SA ALL LANGUAGES	4VD-00270	Each	\$2,639	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0831	VIA FOREFRONT THREAT MANAGEMENT GATEWAY PER PROC L/SA ALL LANGUAGES	4VD-00294	Each	\$601	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0832	VIA FOREFRONT THREAT MGMT GATEWAY WEB PROT SERVICE PER USER SUB ALL LANGUAGES	5TD-00008	Each	\$6	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0833	VIA FOREFRONT UNIFIED ACCESS GATEWAY EXTERNAL CONNECTOR 2010 ALL LANGUAGES	39D-00084	Each	\$17,478	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0834	VIA FOREFRONT UNIFIED ACCESS GATEWAY EXTERNAL CONNECTOR LIC/SA ALL LANGUAGE	39D-00082	Each	\$10,195	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0835	VIA FOREFRONT UNIFIED ACCESS GATEWAY PER DEVICE 2010 ALL LANGUAGES	37D-00165	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0836	VIA FOREFRONT UNIFIED ACCESS GATEWAY PER DEVICE LIC/SA ALL LANGUAGES	37D-00161	Each	\$5	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0837	VIA FOREFRONT UNIFIED ACCESS GATEWAY PER USER 2010 ALL LANGUAGES	37D-00166	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft

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5 0838	VLA FOREFRONT UNIFIED ACCESS GATEWAY PER USER LIC/SA ALL LANGUAGES	37D-00162	Each	\$5	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0839	VLA FOREFRONT UNIFIED ACCESS GATEWAY SERVER 2010 ALL LANGUAGES	4WD-00296	Each	\$3,342	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0840	VLA FOREFRONT UNIFIED ACCESS GATEWAY SERVER LIC/SA ALL LANGUAGES	4WD-00294	Each	\$1,950	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0841	VLA HIGH PERFORMANCE COMPUTING PACK ENT 2008 R2 ALL LANGUAGES	9TA-00728	Each	\$354	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0842	VLA HIGH PERFORMANCE COMPUTING PACK ENT LIC/SA ALL LANGUAGES	9TA-00726	Each	\$206	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0845	VLA LEARNING SOLUTIONS EREF COMBINATION LIBRARY MONTHLY SUB ALL LANGUAGES	034-00057	Each	\$96	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0846	VLA LEARNING SOLUTIONS EREF DESKTOP LIBRARY MONTHLY SUBSCRIPTION ALL LANGUAGES	034-00060	Each	\$23	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0847	VLA LYNC SERVER ENT 2010 ALL LANGUAGES	6PH-00305	Each	\$2,638	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft
5 0848	VLA LYNC SERVER ENT DEVICE CAL 2010 ALL LANGUAGES	7AH-00323	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (#CMS 2595580) Contract Pricing for Microsoft

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5 0849	VIA LYNC SERVER ENT DEVICE CAL LIC/SA ALL LANGUAGES	7AH-00319	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0850	VIA LYNC SERVER ENT LIC/SA ALL LANGUAGES	6PH-00241	Each	\$1,855	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0851	VIA LYNC SERVER ENT SA STEP UP FROM LYNC SERVER STD ALL LANGUAGES	6PH-00304	Each	\$1,531	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0852	VIA LYNC SERVER ENT USER CAL 2010 ALL LANGUAGES	7AH-00324	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0853	VIA LYNC SERVER ENT USER CAL LIC/SA ALL LANGUAGES	7AH-00319	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0854	VIA LYNC SERVER EXTERNAL CONNECTOR ENT 2010 ALL LANGUAGES	6VH-00070	Each	\$1,316	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0855	VIA LYNC SERVER EXTERNAL CONNECTOR ENT LIC/SA ALL LANGUAGES	6VH-00068	Each	\$926	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0856	VIA LYNC SERVER EXTERNAL CONNECTOR PLUS 2010 ALL LANGUAGES	6VH-00215	Each	\$1,316	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0857	VIA LYNC SERVER EXTERNAL CONNECTOR PLUS LIC/SA ALL LANGUAGES	6VH-00213	Each	\$926	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 0858	VIA LYNC SERVER EXTERNAL CONNECTOR STD 2010 ALL LANGUAGES	6UH-00215	Each	\$1,316	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0859	VIA LYNC SERVER EXTERNAL CONNECTOR STD LIC/SA ALL LANGUAGES	6UH-00213	Each	\$926	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0860	VIA LYNC SERVER PLUS DEVICE CAL 2010 ALL LANGUAGES	YEG-00423	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0861	VIA LYNC SERVER PLUS DEVICE CAL FOR ENT CAL LIC/SA ALL LANGUAGES PROMO	7AH-00319	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0862	VIA LYNC SERVER PLUS DEVICE CAL LIC/SA ALL LANGUAGES	YEG 00419	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0864	VIA LYNC SERVER PLUS DEVICE FOR ENT CAL LIC/SA ALL LANGUAGES	YEG-00643	Each	\$40	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0865	VIA LYNC SERVER PLUS USER CAL 2010 ALL LANGUAGES	YEG 00424	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0866	VIA LYNC SERVER PLUS USER CAL FOR ENT CAL LIC/SA ALL LANGUAGES PROMO	YEG-00644	Each	\$32	Discount	17%		CDW G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0867	VIA LYNC SERVER PLUS USER CAL LIC/SA ALL LANGUAGES	YEG-00420	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 0869	VIA LYNC SERVER PLUS USER FOR ENT CAL LIC/SA ALL LANGUAGES	VEG-00644	Each	\$40	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0870	VIA LYNC SERVER STD 2010 ALL LANGUAGES	6NH-00246	Each	\$461	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0871	VIA LYNC SERVER STD DEVICE CAL 2010 ALL LANGUAGES	6ZH-00417	Each	\$21	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0872	VIA LYNC SERVER STD DEVICE CAL LIC/SA ALL LANGUAGES	6ZH-00413	Each	\$31	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0873	VIA LYNC SERVER STD LIC/SA ALL LANGUAGES	6NH-00244	Each	\$324	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0874	VIA LYNC SERVER STD USER CAL 2010 ALL LANGUAGES	6ZH-00418	Each	\$21	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0875	VIA LYNC SERVER STD USER CAL LIC/SA ALL LANGUAGES	6ZH-00414	Each	\$31	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0878	VIA OFFICE GROOVE ENT SERVICE DEVICE CAL MONTHLY SUBSCRIPTION ALL LANGUAGES	79U-01138	Each	\$33	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0879	VIA OFFICE GROOVE ENT SERVICE USER CAL MONTHLY SUBSCRIPTION ALL LANGUAGES	79U-01076	Each	\$36	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

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5 0880	VIA OFFICE GROOVE SERVER 2010 ALL LANGUAGES	YVB-00552	Each	\$3,867	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0881	VIA OFFICE GROOVE SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	YVB-00234	Each	\$4,834	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0882	VIA OFFICE SHAREPOINT ENT DEVICE CAL LIC/SA ALL LANGUAGE	76N-02357	Each	\$39	Discount	17%		CDW G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0883	VIA OFFICE SHAREPOINT ENT USER CAL LIC/SA ALL LANGUAGES	76N-02439	Each	\$39	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0884	VIA OFFICE SHAREPOINT PORTAL CAL PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANG	H05-00175	Each	\$93	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0885	VIA OFFICE SHAREPOINT PORTAL SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	H04 00231	Each	\$2,256	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0886	VIA PROJECT SERVER 2010 ALL LANGUAGES	H22-02287	Each	\$3,208	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0887	VIA PROJECT SERVER PER DEVICE 2010 ALL LANGUAGES	H21-03090	Each	\$105	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft
5 0888	VIA PROJECT SERVER PER USER 2010 ALL LANGUAGES	H21-03091	Each	\$105	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCM5 2595580) Contract Pricing for Microsoft

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5 0889	VIA PROJECT SERVER WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	H22-00489	Each	\$2,256	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0890	VIA PROJECT SERVER WIN32 PER DEVICE CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANG	H21-00413	Each	\$74	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0891	VIA PROJECT SERVER WIN32 PER USER CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANG	H21-00597	Each	\$74	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0892	VIA SEARCH SERVER 2010 ALL LANGUAGES	PER-00671	Each	\$10,392	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0893	VIA SEARCH SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	PER-00407	Each	\$7,308	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0895	VIA SHAREPOINT ENT PER DEVICE 2010 ALL LANGUAGES	76N-03480	Each	\$55	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0896	VIA SHAREPOINT ENT PER USER 2010 ALL LANGUAGES	76N-03481	Each	\$55	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0897	VIA SHAREPOINT FOR INTERNET SITES ENT 2010 ALL LANGUAGES	CKF-00318	Each	\$26,950	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0898	VIA SHAREPOINT FOR INTERNET SITES ENT LIC/SA ALL LANGUAGES	CKF-00316	Each	\$18,953	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 0899	VIA SHAREPOINT FOR INTERNET SITES STD 2010 ALL LANGUAGES	CLF-00318	Each	\$7,679	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0900	VIA SHAREPOINT FOR INTERNET SITES STD LIC/SA ALL LANGUAGES	CLF-00316	Each	\$5,400	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0901	VIA SHAREPOINT INTERNET SITES ENT SA STEP UP SHRPNT INT SITES STD ALL LANGUAGES	CKF-00355	Each	\$13,553	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0902	VIA SHAREPOINT PORTAL SERVER PER USER CLIENT LICENSE/SOFTWARE ASSURANCE ALL LAN	H05-00445	Each	\$93	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0905	VIA SHAREPOINT SERVER 2010 ALL LANGUAGES	76P-01222	Each	\$3,208	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0906	VIA SHAREPOINT STD PER DEVICE 2010 ALL LANGUAGES	76M-01394	Each	\$61	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0908	VIA SHAREPOINT STD PER USER 2010 ALL LANGUAGES	76M-01395	Each	\$61	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0910	VIA SQL DEVICE CAL WIN32/64BIT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	359-00769	Each	\$75	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 0911	VIA SQL PER DEVICE 2008 R2 ALL LANGUAGES	359-05678	Each	\$107	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or In-House version	Unit of Measure	Base Price Per Unit (NOSP If Discount Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0912	VIA SQL PER USER 2008 R2 ALL LANGUAGES	359-05689	Each	\$107	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0933	VIA SQL USER CAL WIN32/64BIT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	359-00993	Each	\$75	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0942	VIA SYSTEM CENTER CLIENT MANAGEMENT SUITE PER USE LIC/SA ALL LANGUAGES	MFF-00541	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0943	VIA SYSTEM CENTER CLIENT MANAGEMENT SUITE PER USER LIC/SA ALL LANGUAGES	MFF-00542	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0945	VIA SYSTEM CENTER CONFIGURATION MANAGER OSSE CAL MGMT LICENSE U/SA ALL LANGUAGES	J5A-00172	Each	\$21	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0946	VIA SYSTEM CENTER CONFIGURATION MANAGER PER USE CLT ML 2007 R3 ALL LANGUAGES	J5A-00030	Each	\$41	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0948	VIA SYSTEM CENTER CONFIGURATION MANAGER PER USER CLT ML 2007 R3 ALL LANGUAGES	J5A-01261	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0949	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER 2007 R3 ALL LANGUAGES	J3A-00691	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft
5 0952	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER ML ENT 2007 R3 ALL LANGUAGES	J7A-00655	Each	\$280	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMs 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (NetSP If Discount, Landed Cost If Markup)	Discount or Markup	% Discount or Markup (All-Tier)	Other Annual Maintenance or Subscription Cost Per Unit, If any	SaaS/Cloud Notes	Notes
5 0954	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER ML STD 2007 R3 ALL LANGUAGES	J3A-00691	Each	\$455	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0955	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER W/ SQL 2007 R3 ALL LANGUAGES	J4A-00541	Each	\$1,037	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0957	VIA SYSTEM CENTER CONFIGURATION MANAGER USER CAL MGMT LICENSE L/SA ALL LANGUAGES	J5A-00172	Each	\$41	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0959	VIA SYSTEM CENTER DATA PROTECTION ENT MGMT SA STEP UP FROM STD ALL LANGUAGES	T6L-00318	Each	\$31	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0961	VIA SYSTEM CENTER DATA PROTECTION MANAGER SERVER MGMT LIC ENT 2010 ALL LANGUAGES	CGA-00691	Each	\$339	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0962	VIA SYSTEM CENTER DATA PROTECTION MANAGER SERVER MGMT LIC STD 2010 ALL LANGUAGES	CVA-00548	Each	\$124	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0965	VIA SYSTEM CENTER DATA PROTECTION MGR CLT MGMT LIC PER OSE 2010 ALL LANGUAGES	TSC-01133	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0966	VIA SYSTEM CENTER DATA PROTECTION MGR CLT MGMT LIC PER USER 2010 ALL LANGUAGES	TSC-01164	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft
5 0968	VIA SYSTEM CENTER ESSENTIALS 2010 ALL LANGUAGES	UCH-02136	Each	\$66	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL HCM5 2595580) Contract Pricing for Microsoft

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5 0969	VIA SYSTEM CENTER ESSENTIALS CLIENT MANAGEMENT LICENSE 2010 ALL LANGUAGES	4PX-01683	Each	\$11	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0970	VIA SYSTEM CENTER ESSENTIALS CLIENT MANAGEMENT LICENSE LIC/SA ALL LANGUAGES	4PX-01681	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0971	VIA SYSTEM CENTER ESSENTIALS LIC/SA ALL LANGUAGES	UCH-02155	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0973	VIA SYSTEM CENTER ESSENTIALS PLUS CLIENT MGMT LIC SUITE LIC/SA ALL LANGUAGES	T9F-00386	Each	\$14	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0974	VIA SYSTEM CENTER ESSENTIALS PLUS SERVER MGMT LIC SUITE 2010 ALL LANGUAGES	T9F-00388	Each	\$313	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0975	VIA SYSTEM CENTER ESSENTIALS PLUS SERVER MGMT LIC SUITE LIC/SA ALL LANGUAGES	DJA-00721	Each	\$183	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0976	VIA SYSTEM CENTER ESSENTIALS SERVER MANAGEMENT LICENSE 2010 ALL LANGUAGES	DJA-01297	Each	\$66	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0977	VIA SYSTEM CENTER ESSENTIALS SERVER MANAGEMENT L/SA ALL LANGUAGES	DJA-00721	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0978	VIA SYSTEM CENTER ESSENTIALS W/ SQL 2010 ALL LANGUAGES	EEC-00540	Each	\$547	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

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5 0979	VIA SYSTEM CENTER ESSENTIALS W/ SQL LIC/SA ALL LANGUAGES	ECC-00614	Each	\$385	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0993	VIA SYSTEM CENTER OPS MANAGER PER OSE CLT ML 2007 R2 ALL LANGUAGES	9TX-01274	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0994	VIA SYSTEM CENTER OPS MANAGER SERVER 2007 R2 ALL LANGUAGES	UAR-01315	Each	\$456	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0995	VIA SYSTEM CENTER OPS MANAGER SERVER ML STD 2007 R2 ALL LANGUAGES	UAT-00593	Each	\$124	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0996	VIA SYSTEM CENTER OPS MANAGER SERVER W/SQL 2007 R2 ALL LANGUAGES	EFC-00531	Each	\$1,040	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0999	VIA SYSTEM CENTER OPS MGR PER USER CLT ML 2007 R2 ALL LANGUAGES	3ND-00552	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1000	VIA SYSTEM CENTER OPS MGR SERVER ML ENT 2007 R2 ALL LANGUAGES	3ND-00551	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1002	VIA SYSTEM CENTER SERVICE MANAGER CLIENT MGMT LIC PER OSE 2010 ALL LANGUAGES	3ND-00551	Each	\$35	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1004	VIA SYSTEM CENTER SERVICE MANAGER CLIENT MGMT LIC PER USER 2010 ALL LANGUAGES	3ND-00552	Each	\$35	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

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ID	Product	Mfg. Part Number or Insert version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5.1006	VIA SYSTEM CENTER SERVICE MANAGER SERVER 2010 ALL LANGUAGES	Q7F-00180	Each	\$456	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1008	VIA SYSTEM CENTER SERVICE MANAGER SERVER MANAGEMENT LICENSE 2010 ALL LANGUAGES	MVF-00454	Each	\$197	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1010	VIA SYSTEM CENTER SERVICE MANAGER SERVER w/ SQL 2010 ALL LANGUAGES	Q9F-00142	Each	\$115	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1017	VIA SYSTEM CENTER VMM SERVER ML ENT 2008 R2 ALL LANGUAGES	26C-00570	Each	\$1,040	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1018	VIA SYSTEM CENTER VMM WORKGROUP 2008 R2 ALL LANGUAGES	26C-00571	Each	\$683	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1020	VIA VISUAL STUDIO FOUNDATION SERVER CLIENT PER DEVICE LICENSE/SA ALL LANGUAGES	126-00159	Each	\$396	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1021	VIA VISUAL STUDIO FOUNDATION SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	125-00113	Each	\$178	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1022	VIA VISUAL STUDIO FOUNDATN SERVER USER CLIENT L/SA ALL LANGUAGES	126-00172	Each	\$178	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5.1023	VIA VISUAL STUDIO LOAD TEST VIRTUAL USER PACK 2010 ALL LANGUAGES	7XD-00038	Each	\$178	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 1024	VIA VISUAL STUDIO TEAM FOUNDATION SERVER 2010 ALL LANGUAGES	125-00961	Each	\$2,368	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1025	VIA VISUAL STUDIO TEAM FOUNDATION SERVER EXTERNAL CONNECTOR 2010 ALL LANGUAGES	66B-00700	Each	\$253	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1026	VIA VISUAL STUDIO TEAM FOUNDATION SERVER EXTERNAL CONNECTOR LIC/SA ALL LANG	66B-00082	Each	\$6,337	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1027	VIA VISUAL STUDIO TEAM FOUNDATION SERVER PER DEVICE 2010 ALL LANGUAGES	126-01592	Each	\$4,457	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1028	VIA VISUAL STUDIO TEAM FOUNDATION SERVER PER USER 2010 ALL LANGUAGES	126-01593	Each	\$253	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1029	VIA WIN HIGH PERFORMANCE COMPUTING SERVER OS I/SA ALL LANGUAGES	AAB-00239	Each	\$253	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1030	VIA WINDOWS EMBEDDED DEVICE MANAGER CLT MGMT LIC PER USE 2011 ALL LANGUAGES	R9H-00503	Each	\$218	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1031	VIA WINDOWS EMBEDDED DEVICE MANAGER CLT MGMT LIC PER USER 2011 ALL LANGUAGES	R9H-00504	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1032	VIA WINDOWS EMBEDDED DEVICE MANAGER CLT MGMT LIC PER USER LIC/SA ALL LANGUAGES	R9H-00500	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

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5 1033	VIA WINDOWS HIGH PERFORMANCE COMPUTING SERVER OPERATING SYSTEM 2008 R2 ALL LANG	AAB-00366	Each	\$12	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1034	VIA WINDOWS HIGH PERFORMANCE COMPUTING SERVER SUITE 2008 R2 ALL LANGUAGES	9WA-00549	Each	\$309	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1035	VIA WINDOWS HIGH PERFORMANCE COMPUTING SERVER SUITE LIC/SA ALL LANGUAGES	9WA-00547	Each	\$602	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1046	VIA WINDOWS REMOTE DESKTOP SERVICES DEVICE CLIENT 2008 R2 ALL LANGUAGES	6VC-01291	Each	\$424	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1047	VIA WINDOWS REMOTE DESKTOP SERVICES DEVICE CLIENT L/SA ALL LANGUAGES	6VC-01287	Each	\$56	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1048	VIA WINDOWS REMOTE DESKTOP SERVICES EXT CONN 2008 R2 ALL LANGUAGES	6XC-00318	Each	\$39	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1049	VIA WINDOWS REMOTE DESKTOP SERVICES EXT CONN L/SA ALL LANGUAGES	6XC-00316	Each	\$6,659	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1050	VIA WINDOWS REMOTE DESKTOP SERVICES USER CLIENT 2008 R2 ALL LANGUAGES	6VC-01292	Each	\$3,885	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1051	VIA WINDOWS REMOTE DESKTOP SERVICES USER CLIENT L/SA ALL LANGUAGES	6VC-01288	Each	\$56	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

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ID	Product	Mfg Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount; Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 1052	VIA WINDOWS RIGHTS MANAGEMENT SERVICES DEVICE CLIENT 2008 ALL LANGUAGES	T98-02160	Each	\$39	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1053	VIA WINDOWS RIGHTS MANAGEMENT SERVICES EXTERNAL CONNECTOR 2008 ALL LANGUAGES	T99-00916	Each	\$24	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1054	VIA WINDOWS RIGHTS MANAGEMENT SERVICES USER CLIENT 2008 ALL LANGUAGES	T98-02319	Each	\$14,306	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1055	VIA WINDOWS RIGHTS MGMT SERVICES EXT CONN LICENSE/SOFTWARE ASSURANCE ALL LANG	T99-00381	Each	\$24	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1056	VIA WINDOWS RIGHTS MGMT SERVICES PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANG	T98-00812	Each	\$8,345	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1057	VIA WINDOWS RIGHTS MGMT SERVICES PER USER LICENSE/SOFTWARE ASSURANCE ALL LANG	T98-00813	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1058	VIA WINDOWS SERVER 2008 R2 ALL LANGUAGES	P73-05005	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1059	VIA WINDOWS SERVER CLIENT PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R18-00129	Each	\$570	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1060	VIA WINDOWS SERVER DATA CENTER 2008 R2 PER PROCESSOR ALL LANGUAGES	P71-06392	Each	\$29	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or latest Version	Unit of Measure	Base Price Per Unit (Net Price if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 1061	VIA WINDOWS SERVER DATACENTER PER PROC L/SA ALL LANGUAGES ANNUAL	P71-01032	Each	\$1,566	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1062	VIA WINDOWS SERVER DATACENTER PER PROC L/SA ALL LANGUAGES	P71 01032	Each	\$1,101	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1063	VIA WINDOWS SERVER DATACENTER SOFTWARE ASSURANCE STEP UP FROM WIN ENT PER PROC A	P71 01501	Each	\$1,101	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1064	VIA WINDOWS SERVER DATACENTER SOFTWARE ASSURANCE STEP UP FROM WIN PER PROC ALL L	P71-01542	Each	\$22	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1065	VIA WINDOWS SERVER DEVICE CLIENT 2008 ALL LANGUAGES	R18-02830	Each	\$769	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1067	VIA WINDOWS SERVER ENT 2008R2 ALL LANGUAGES	P72-04242	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1068	VIA WINDOWS SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES ANNUAL	P72-00167	Each	\$1,535	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1069	VIA WINDOWS SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	P72-00167	Each	\$1,080	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1070	VIA WINDOWS SERVER ENT SOFTWARE ASSURANCE STEP UP ALL LANUGAGES	P72-00796	Each	\$1,080	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	MFG Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Thru)	Other Annual Maintenance or Subscription Cost Per Unit if any	SaaS/Cloud Notes	Notes
5 1071	VIA WINDOWS SERVER EXTERNAL CONNECTOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R39-00380	Each	\$748	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1072	VIA WINDOWS SERVER EXTERNAL CONNECTOR 2008 ALL LANGUAGES	R39-00974	Each	\$925	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1073	VIA WINDOWS SERVER ITANIUM 2008 R2 PER PROCESSOR ALL LANGUAGES	LVA-00887	Each	\$1,315	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1074	VIA WINDOWS SERVER ITANIUM PER PROC I/SA ALL LANGUAGES	LVA-00235	Each	\$1,566	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1075	VIA WINDOWS SERVER PER USER CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R18-00130	Each	\$1,101	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1076	VIA WINDOWS SERVER STD LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	P73-00205	Each	\$29	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1077	VIA WINDOWS SERVER STD SA STEP UP ALL LANGUAGES	P73-04635	Each	\$333	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1080	VIA WINDOWS SERVER USER CLIENT 2008 ALL LANGUAGES	R18-02804	Each	\$148	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1082	VIA WINDOWS WEB SERVER 2008 R2 ALL LANGUAGES	LWA-01184	Each	\$19	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (MSRP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 1083	VIA WINDOWS WEB SERVER L/SA ALL LANGUAGES	LWA-00514	Each	\$262	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1084	VIA DESKTOP OPTIMIZATION MONTHLY SUB FOR SA WINDOWS ALL LANGUAGES	WSB-00067	Each	\$185	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1085	VIA DESKTOP OPTIMIZATION MONTHLY SUB FOR SA WINDOWS ALL LANGUAGES	WSB-00067	Each	\$9	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1087	VIA VIRTUAL DESKTOP ACCESS PER DEVICE MONTHLY SUBSCRIPTION ALL LANGUAGES	4ZF-00030	Each	\$80	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1088	VIA WINDOWS PRO 7 UPGRADE ALL LANGUAGES	FOC-02452	Each	\$122	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1089	VIA WINDOWS PRO UPGRADE/SA ALL LANGUAGES	FOC-02451	Each	\$56	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1090	VIA WINDOWS PRO W/MIDOP UPG/SA ALL LANGUAGES	FOC-03027	Each	\$62	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1092	Basic	T6A-00024	Per Annual License	\$96	Discount	17%			CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft
5 1093	Basic - Pro	17A-00004	Per Annual License	\$29	Discount	17%			CDW-G will provide the State of IL (HCMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 1094	Basic - Bronze	T7A-00008	Per Annual License	\$96	Discount	17%			CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1095	Standard - Silver	UT6-00010	Per Annual License	\$120	Discount	17%			CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1096	Standard - Gold	UT6-00014	Per Annual License	\$132	Discount	17%			CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1097	Standard - Platinum	T7A-00003	Per Annual License	\$120	Discount	17%			CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1098	Restricted - Royal	31J-00003	Per Annual License	\$132	Discount	17%			CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1100	Advanced Benefits - Person Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$101	Markup	2%			
5 1101	Advanced Security - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$1,906	Markup	2%			
5 1102	Change Management Pack - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$7	Markup	2%			
5 1103	Change Management Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$350	Markup	2%			
5 1104	Configuration Management Pack - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$7	Markup	2%			
5 1105	Configuration Management Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$350	Markup	2%			

ID	Product	Mfg Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit (if any)	SaaS/Cloud Notes	Notes
5 1106	Data Mining - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$42	Markup	2%			
5 1107	Diagnostics Pack - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$198	Markup	2%			
5 1108	Diagnostics Pack - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$198	Markup	2%			
5 1109	Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$101	Markup	2%			
5 1110	Enterprise Integration Gateways - Computer Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$18,709	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1111	Express Analyzer - Named User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW G can work with the City and Oracle to develop a custom quote
5 1112	Express Objects - Named User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1113	Express Server - Named User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote

5.0 Software Pricing Part 1

ID	Product	Mfr. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All-Tier)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 1114	Human Resources - Person Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$3	Markup	2%			
5 1115	Internet Application Server	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$3,111	Markup	2%			
5 1116	Internet Application Server Enterprise Edition - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$64	Markup	2%			
5 1117	Internet Application Server Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$3,664	Markup	2%			
5 1118	Internet Application Server Java Edition - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$12	Markup	2%			
5 1119	Internet Application Server Java Edition - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$584	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1120	Internet Application Server Wireless Edition - Nonstandard	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			
5 1121	Internet Developer Suite - Named User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$1,191	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1122	iProcurement - Purchase Line Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (NetSP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 1123	Supplier Portal - Nonstandard User	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1124	Label Security - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1125	OLAP - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$42	Markup	2%			
5 1126	Oracle Active Data Guard - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$576	Markup	2%			
5 1127	Oracle Advanced Compression - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$1,151	Markup	2%			
5 1128	Oracle Database Enterprise Edition - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$94	Markup	2%			
5 1129	Oracle Database Enterprise Edition - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$35	Markup	2%			
5 1130	Oracle Database Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$8,755	Markup	2%			
5 1131	Oracle Database Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$8,755	Markup	2%			

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 1132	Oracle Database Lite - Named User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1133	Oracle Database Standard Edition - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$35	Markup	2%			
5 1134	Oracle Database Standard Edition Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$1,751	Markup	2%			
5 1135	Oracle Discrete Manufacturing - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1136	Oracle Financials - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$265	Markup	2%			
5 1137	Oracle Financials & Sales Analyzers - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$0	Markup	7%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1138	Oracle Grants - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$328	Markup	2%			
5 1139	Oracle Grants - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$264	Markup	2%			

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (Net of Discount, Landed Cost if Markup)	Discount or Markup	% Discount of Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 1140	Oracle Project Costing - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1141	Oracle Purchasing - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$97	Markup	2%			
5 1142	Oracle Standard Edition One - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$18	Markup	2%			
5 1143	Oracle Standard Edition One - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$583	Markup	2%			
5 1144	Oracle Tutor for Applications - Application User Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$128	Markup	2%			
5 1145	Partitioning - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$21	Markup	2%			
5 1146	Partitioning - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1147	Payroll - Person Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$3	Markup	2%			
5 1148	Internet Developer Suite - Named Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$1,191	Markup	2%			

ID	Product	Qty. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (NetSP if Discount Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit if any	SaaS/Cloud Notes	Notes
5 1149	Project Billing - Application User	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1150	Real Application Clusters - Named User Plus Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$46	Markup	2%			
5 1151	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$3,485	Markup	2%			
5 1152	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$2,133	Markup	2%			
5 1153	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$2,106	Markup	2%			
5 1154	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$2,497	Markup	2%			
5 1155	Self-Service Human Resources - Person Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$50	Markup	2%			
5 1156	SOA Suite for Oracle Middleware - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$6,107	Markup	2%			
5 1157	Spatial - Processor Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	\$1,236	Markup	2%			
5 1158	Time and Labor - Person Perpetual	Oracle renewals do not have associated part#, they are based on the original contract#	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number on latest version	Unit of Measure	Base Price Per Unit (MSP if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost per Unit, if any	SAAS/Cloud Notes	Notes
5 1159	Tuning Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$198	Markup	2%			
5 1160	Tuning Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$198	Markup	2%			
5 1161	User Productivity Kit - UPK User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$7	Markup	2%			
5 1162	User Productivity Kit Standard - UPK Developer Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$2,083	Markup	2%			
5 1163	WebCenter - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract#	Each	\$6,107	Markup	2%			
5 1165	RED HAT JBOS ENTERPRISE APPLICATION PLATFORM, COMPLETE SET, INCLUDES LIC, DISKS, DOC	MCT1149	Each	\$5,754	Markup	2%		CDW-G will provide RedHat SAAS programs, which are project specific and require additional data to quote	
5 1166	RED HAT JBOS ENTERPRISE APPLICATION PLATFORM PREMIUM SUPPORT RENEWAL SUBSCRIPTION FOR ONE YEAR	MCT1149RN	Per Annual License	\$5,754	Markup	2%		CDW-G will provide RedHat SAAS programs, which are project specific and require additional data to quote	
5 1167	RED HAT JBOS LINUX ADVANCED PLATFORM STANDARD SUPPORT RENEWAL SUBSCRIPTION FOR ONE YEAR (UNLIMITED SOCKETS)	MCT0982RN	Per Annual License	\$1,236	Markup	2%		CDW-G will provide RedHat SAAS programs, which are project specific and require additional data to quote	
5 1168	RED HAT JBOS LINUX ADVANCED PLATFORM PREMIUM SUPPORT RENEWAL SUBSCRIPTION FOR ONE YEAR (UNLIMITED SOCKETS)	MCT0983RN	Per Annual License	\$2,060	Markup	2%		CDW-G will provide RedHat SAAS programs, which are project specific and require additional data to quote	



Department of Innovation and Technology

Hardware & Software Services Software Pricing (Part 2)

Company Name	GDW&G
Company Type	Distributor/Reseller

ID	Product	Markup	Percent Markup on Cost (ALL Tiers)
5 1169	Active Networks Inc	Markup	5%
5 1170	Actuate (PB Views)	Markup	5%
5 1171	Alfresco, Inc	Markup	5%
5 1172	Apple	Markup	3%
5 1173	Applimation	Markup	5%
5 1174	Autodesk/AutoCAD Products	Markup	3%
5 1175	Avid	Markup	5%
5 1176	B2GNow – Certification & Compliance	Markup	5%
5 1177	BEA	Markup	5%
5 1178	Bentley System	Markup	5%
5 1179	BindView	Markup	3%
5 1180	BottomLine	Markup	5%
5 1181	Computer Associates	Markup	1%
5 1182	CheckPoint	Markup	1%
5 1183	Citrix Products	Markup	3%
5 1184	Day Software	Markup	5%
5 1185	Corel	Markup	3%
5 1186	Cyber Source (Payment Manager)	Markup	5%

City of Chicago
Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services
Specification No. 105081
Exhibit 2
Schedule of Compensation

5 1 Software Pricing Part 2

ID	Product	Markup	Percent Markup on Cost (ALL Tiers)
5 1187	EMC	Markup	3%
5 1188	Extensis	Markup	3%
5 1189	Faronics	Markup	3%
5 1190	FileNet	Markup	5%
5 1191	Fuel Smart	Markup	5%
5 1192	Hitachi	Markup	3%
5 1193	Ideascale (Subscription SW)	Markup	5%
5 1194	Infor Hansen Community Development and Regulation (CDR) module with mobile and Dynamic Portal	Markup	5%
5 1195	Infor Enterprise Asset Management	Markup	5%
5 1196	Integratph Family & Products	Markup	5%
5 1197	Intellireach	Markup	5%
5 1198	Jaws	Markup	5%
5 1199	Jaws annual support/maintenance	Markup	5%
5 1200	Juniper Networks	Markup	1%
5 1201	LANDesk	Markup	1%
5 1202	Legato	Markup	3%
5 1203	Livestream (Subscription SW)	Markup	5%
5 1204	Macromedia	Markup	3%
5 1205	Juniper Networks	Markup	1%
5 1206	MapInfo Location Intelligence and GIS Products -- Pitney Bowes	Markup	5%
5 1207	MCM Technology	Markup	5%
5 1208	MetraTech Billing	Markup	5%
5 1209	MetraTech Law Case Management	Markup	5%
5 1210	Motorola - Customer Service Request, Mobile, Citinworks, Administrative Hearings Management System	Markup	3%
5 1211	Neotys Software	Markup	5%
5 1212	Netdimensions	Markup	5%
5 1213	Network Associates	Markup	5%
5 1214	Novell MLA	Markup	3%

City of Chicago

Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services

Specification No. 105081

Exhibit 2

Schedule of Compensation

5 1 Software Pricing Part 2

ID	Product	Markup	Percent Markup on Cost (ALL Tiers)
5 1215	Novo Solutions	Markup	5%
5 1216	Nuance	Markup	3%
5 1217	Qarbon	Markup	5%
5 1218	QAS (Experian)	Markup	5%
5 1219	Quark	Markup	3%
5 1220	SmallWorld Geospatial Solutions - General Electric	Markup	5%
5 1221	Socrata (Subscription SW)	Markup	5%
5 1222	Solarwind, Inc	Markup	5%
5 1223	SPSS	Markup	3%
5 1224	SumTotal Time and Attendance	Markup	5%
5 1225	Symantec	Markup	1%
5 1226	Timetrade	Markup	5%
5 1227	Unlisted/Alternate Manufacturers-Software	Markup	5%
5 1228	Unlisted/Alternate Manufacturers-Software annual support/maintenance	Markup	5%
5 1229	Verdiem	Markup	5%
5 1230	Veritas	Markup	1%
5 1231	Vertex	Markup	5%
5 1232	Webfeat	Markup	5%
5 1233	* Adobe Enterprise Program	Markup	1%
5 1234	* Microsoft Academic Programs (pending Microsoft eligibility rules)	Markup	3%
5 1235	HP Software- entire line	Markup	5%

* See Pricing Notes under "Software #3" and "Notes" column of "Software Pricing 5 0 Part 1" for further clarification



Department of Innovation and Technology

Hardware & Software Services
Network Equipment Pricing - NEW

Company Name: **GDWG**
Company Address: **DISTRIBUTOR**

ID	Brand	Bundle Number	Product Type	City Standard Item	Price per Unit (New)	Bundle Price (New)	% Discount (New)	Discounted Price (New)	Deployment Cost Per Bundle (Optional)	Shipping Cost Per Bundle	Asset Tag Ctry (Optional)	CDC Cost (Optional)	Annual Warranty Cost (New)	Notes
6 001	Cisco	1	WS-C2960G-24TC-L	Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	\$ 3,295.00	\$ 3,485.00	63%	\$ 1,288.45	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	Assumptions Network Installation consists of connection to network and verifying functionality and based off using Cisco standard Image Annual warranty cost is included in Smartnet purchase and is included when purchased with hardware for these bundles only For all other purchases, Smartnet will be provided at
6 002	Cisco		CON-SNT-C2960G2C	SMARTNET 8XSXNBD Catalyst 2960 24 10/100/1000, 4 T/SFP	\$ 190.00									
6 003	Cisco	2	WS-C3560-8PC-S	Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP, IP Base Image	\$ 1,395.00	\$ 1,440.00	63%	\$ 530.80	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 004	Cisco		CON-SMBS-WS-C3568	SMBS 8XSXNBD Catalyst 3560 8 10/1	\$ 45.00									
6 005	Cisco	3	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$ 5,595.00	\$ 5,809.00	63%	\$ 2,149.33	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 006	Cisco		CON-SMBS-3560GPS	SMBS 8XSXNBD Catalyst 3560 24 10/	\$ 214.00									
6 007	Cisco	4	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	\$ 9,495.00	\$ 9,832.00	63%	\$ 3,637.84	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 008	Cisco		CON-SMBS-3560G48S	SMBS 8XSXNBD Catalyst 3560 48 10/100	\$ 337.00									
6 009	Cisco	5	WS-C3750G-12S-E	Catalyst 3750 12 SFP + IPS Image	\$ 11,990.00	\$ 12,997.00	63%	\$ 4,808.89	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 010	Cisco		CON-SNT-3750G12E	SMARTNET 8XSXNBD Cat 3750 12 SFP Enhanced Multilayer Img	\$ 1,007.00									
6 011	Cisco	6	WS-C3750G-24TS-S1U	Catalyst 3750 24 10/100/1000 + 4 SFP + IPB Image, 1RU	\$ 6,995.00	\$ 7,318.00	63%	\$ 2,707.66	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 012	Cisco		CON-SMBS-3750G51U	SMBS 8XSXNBD Catalyst 3750 24 10/100/1000 + 4 SFP	\$ 323.00									
6 013	Cisco	7	WS-C3750G-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + IPB Image	\$ 13,995.00	\$ 15,455.00	63%	\$ 5,718.35	\$ 219.71	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 014	Cisco		CON-SNTE-3750G48T	SMARTNET 8XSX4 Cat 3750 48 10/100/1000T + 4 SFP St	\$ 1,460.00									
6 015	Cisco	8	WS-C3750G-48PS-S	Catalyst 3750 48 10/100/1000T PoE + 4 SFP + IPB Image	\$ 15,495.00	\$ 16,000.00	63%	\$ 5,920.00	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 016	Cisco		CON-SMBS-3750G48P	SMBS 8XSXNBD Cat 3750 48 10/100/1000T PoE + 4 S	\$ 505.00									
6 017	Cisco	9	WS-C3750G-24PS-S	Catalyst 3750 24 10/100/1000T PoE + 4 SFP + IPB Image	\$ 7,795.00	\$ 8,095.00	63%	\$ 2,995.15	\$ 0	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 018	Cisco		CON-SMBS-3750G24P	SMBS 8XSXNBD Catalyst 3750 24 10/100/1000T PoE + 4	\$ 300.00									
6 019	Cisco	10	WS-C4506E-S6L-96V+	4506-E Chassis, Two 24G PoEP Ready Linecards, Sops6L-E	\$ 18,000.00									
6 020	Cisco		WS-X4648-RJ45V+E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45)	\$ 7,495.00	\$ 27,062.00	63%	\$ 10,012.94	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 021	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 995.00									
6 022	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ 995.00									
6 023	Cisco		CON-SMBS-4506E96+	SMBS 8XSXNBD 4506-E Chassis, Two	\$ 572.00									
6 024	Cisco	11	WS-C4507R-E	Cat 4500 E-Series, 7-slot, no ps	\$ 9,995.00									
6 025	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 995.00									
6 026	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ 995.00									
6 027	Cisco		WS-X45-SUP7-E	Catalyst 4500 E-Series Supervisor, 848Gbps	\$ 19,995.00	\$ 41,580.00	63%	\$ 15,984.60	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 1,024.90	

City of Chicago

Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services

Specification No 105081

Exhibit 2

Schedule of Compensation

6.0 Network Equip NEW

ID	Brand	Bundle Number	Product Type	Qty Standard Item	Price per Unit (New)	Bundle Price (New)	% Discount (New)	Discounted Price (New)	Deployment Cost per Bundle (Optional)	Shipping Cost Per Bundle (Optional)	Asset Tag City (Optional)	CDC Cost (Optional)	Annual Warranty Cost (New)	Notes
6.028	Cisco		X2-10GB-CX4=	10GBASE-CX4 X2 Module	\$ 600.00									a 38% discount off MSRP
6.029	Cisco		C4500E-IP-ES	Paper IP to Ent Services License	\$ 9,995.00									
6.030	Cisco	12	N7K-C7010-BUN	Nexus 7010 Bundle (Chassis, SUP1, (3)FAB1, (2)AC-6KW PSU)	\$ 48,000.00									
6.031	Cisco		N7K-LAN1X9	Nexus 7000 LAN Enterprise License (L3 protocols)	\$ 15,000.00									
6.032	Cisco		N7K-M148G5-11	Nexus 7000 - 48 Port 1G, SFP	\$ 27,000.00									
6.033	Cisco		N7K-M148GT-11	Nexus 7000 - 48 Port 10/100/1000, RJ-45	\$ 15,000.00									
6.034	Cisco		CON-SNT-C701BN	SMARTNET 8X5XNBD, Nexus 7010 Bundle (Chassis, SUP1, (3)FAB1, (2)AC-6KW PSU)	\$ 7,477.00	\$ 114,127.00	63%	\$ 42,236.99	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.035	Cisco		CON-SNT-M148G511	SMARTNET 8X5XNBD Nexus 7000 - 48 Port 1G, SFP, 40G Fabric	\$ 675.00									
6.036	Cisco		CON-SNT-N748G	SMARTNET 8X5XNBD Nexus 7000 - 48 Port 10/100/1000, RJ-45	\$ 375.00									
6.037	Cisco		CON-SNT-N7LAN	SMARTNET 8X5XNBD Nexus 7000 LAN Enterprise Lic	\$ 600.00									
6.038	Cisco	13	AIR-CT5508-50-K9	5508 Series Controller for up to 50 APs	\$ 22,495.00									
6.039	Cisco		AIR-PWR-5500-AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	\$ 1,495.00	\$ 25,790.00	63%	\$ 9,542.30	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.040	Cisco		CON-SNT-CT0850	SMARTNET 8X5XNBD 5508 Series Contrll	\$ 1,800.00									
6.041	Cisco	14	AIR-CT5508-12-K9	Cisco 5508 Series Wireless Controller for up to 12 APs	\$ 10,995.00	\$ 11,875.00	63%	\$ 4,393.75	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.042	Cisco		CON-SNT-CT0812	SMARTNET 8X5XNBD Cisco 5508 Series Wi	\$ 880.00									
6.043	Cisco	15	ASR1002-SG/K9	ASR1002 w/ESP-SG, AESK9, 4GB DRAM	\$ 40,000.00									
6.044	Cisco		SFP-GE-T	100GBASE-T SFP (NEBS 3 ESD)	\$ 440.00									
6.045	Cisco		CON-SNTP-ASR1KEP	SMARTNET 24X7X4 ASR1K Embedded Services Processor, 5Gbps	\$ 1,219.00	\$ 44,152.00	63%	\$ 16,336.24	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.046	Cisco		CON-SNTP-25GK9	SMARTNET 24X7X4 ASR1002 w/ESP-SG, AESK9	\$ 1,843.00									
6.047	Cisco		CON-SNTP-SASR1RIE	SMARTNET 24X7X4 Cisco ASR 1000 Series	\$ 640.00									
6.048	Cisco	16	CISCO2951/K9	Cisco 2951 w/3 GE, 4 EHWIC, 3 DSP, 2 SM, 256MB CF, 512MB DRAM, IPB	\$ 7,500.00	\$ 8,460.00	63%	\$ 3,130.20	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	Assumptions Network installation consists of connection to network and verifying functionality and based off using Cisco standard image. Annual warranty cost is included in purchase and is Smartnet purchased with hardware for these bundles only. For all other purchases, Smartnet will be provided at a 38% discount off MSRP
6.049	Cisco		S2951UK9-15001M	Cisco 2951 IOS UNIVERSAL	\$ -									
6.050	Cisco		CON-SNT-2951	SMARTNET 8X5XNBD Cisco 2951 w/3 GE	\$ 960.00									
6.051	Cisco	17	CISCO1941/K9	Cisco 1941 w/2 GE, 2 EHWIC slots, 256MB CF, 512MB DRAM, IP Base	\$ 1,595.00	\$ 1,740.00	63%	\$ 643.80	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.052	Cisco		CON-SNT-1941	SMARTNET 8X5XNBD Cisco 1941 w/2 GE, 2	\$ 145.00									
6.053	Cisco	18	AIR-LAP1522AG-A-K9	802.11a/g/n-dt 0.2 4/5-GHz Mod Unified AP, 6 RP-TNC, FCC	\$ 1,299.00									
6.054	Cisco		AIR-ANT2422DB-R	2.4-GHz 2.2 dBi Dipole Straight Antenna RP-TNC Black Qty 1	\$ 19.00									
6.055	Cisco		AIR-ANT1513DB-R	5GHz 3.5dBi Black Dipole Antenna w/RP-TNC connector, Qty 1	\$ 19.00	\$ 1,391.88	63%	\$ 515.00	\$ 73.24	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.056	Cisco		CON-SMBS-LAP1252A	SMBS 8X5XNBD 802.11a/g/n-dt 0.2 4/5-GHz 6 RP-TNC, FCC	\$ 54.88									
6.057	Cisco	19	CISCO881-K9	Cisco 881 Ethernet Sec Router	\$ 649.00	\$ 672.11	63%	\$ 248.68	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.058	Cisco		CON-SMBS-C881	SMBS 8X5XNBD Cisco 881 Ethernet Sec Router	\$ 23.11									
6.059	Cisco	20	CISCO881G-S-K9	881G FE Sec Router bundle with Adv IP Serv, 3G Sprint	\$ 1,499.00	\$ 1,525.96	63%	\$ 564.61	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.060	Cisco		CON-SMBS-C5881SK9	SMBS 8X5XNBD 881G FE Sec Router	\$ 26.96									
6.061	Cisco	21	CISCO2921/K9	Cisco 2921 w/3 GE, 4 EHWIC, 3 DSP, 1 SM, 256MB DRAM, IPB	\$ 3,695.00	\$ 5,245.00	63%	\$ 1,940.65	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6.062	Cisco		HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 1,000.00									

ID	Brand	Bundle Number	Product Type	Qty, Standard Item	Price per Unit (New)	Bundle Price (New)	% Discount (New)	Discounted Price (New)	Deployment Cost Per Running Hour (Optional)	Shipping Cost Per Bundle	Asset Tag City (Optional)	CDC Cost (Optional)	Annual Warranty Cost (New)	Notes
6.063	Cisco		CON-SNT-2921	SMARTNET 8X5XNBD Cisco 2921	\$ 550.00									35% discount off MSRP
6.064	Cisco	22	WS-C2960G-24TC-L	Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	\$ 3,295.00	\$ 3,337.00	63%	\$ 1,234.69	\$ 366.18	\$0	\$ 5.00	\$0	\$0	
6.065	Cisco		CON-SNT-2960	Smartnet 8X5XNBD Cisco 2921	\$ 42.00									
6.066	Cisco		GLC-LH-SM=	GE SFP, LC connector LX/LH transceiver	\$ 995.00		63%	\$ 368.15		\$0	\$ 5.00	\$0	\$0	
6.067	Cisco		GLC-SX-MM=	GE SFP, LC connector SX transceiver	\$ 500.00		63%	\$ 185.00	\$102.60 per hour (1 hr minimum)	\$0	\$ 5.00	\$0	\$0	
6.068	Cisco		SFP-GE-T	1000BASE-T SFP (NEBS 3 ESD)	\$ 440.00		63%	\$ 162.80		\$0	\$ 5.00	\$0	\$0	
6.069	Cisco		WS-X4424-GB-RJ45	Catalyst 4500 24-Port 10/100/1000 Module (RJ45)	\$ 3,495.00		63%	\$ 1,293.15		\$0	\$ 5.00	\$0	\$0	
6.070	Cisco		WS-X4624-SFP-E	Catalyst 4500 E-Series 24-Port GE (SFP)	\$ 20,000.00		63%	\$ 7,400.00		\$0	\$ 5.00	\$0	\$0	
6.071	F5		F5 Big-IP Local Traffic Manager	F5-BIG-LTM-1600-4G-R	\$ 17,995.00		8%	\$ 16,555.40	\$ 6,300.00	\$0	\$ 5.00	\$0	\$0	Deployment Costs for ALL F5 equipment is for Quantity 2 per F5's policies
6.072	F5		F5 Big-IP Access Policy	F5-BIG-APM-1600-4G	\$ 11,995.00		8%	\$ 11,035.40	\$ 12,150.00	\$0	\$ 5.00	\$0	\$0	
6.073	F5		F5 Big-IP Global Traffic Manager	F5-BIG-GTM-1600-4G-R	\$ 27,995.00		8%	\$ 25,755.40	\$ 6,300.00	\$0	\$ 5.00	\$0	\$0	
6.074	F5		F5 Big-IP Application Security Manager	F5-BIG-ASM-1600-4G	\$ 14,995.00		8%	\$ 13,795.40	\$ 12,150.00	\$0	\$ 5.00	\$0	\$0	
6.075	F5		F5 Big-IP Edge Gateway	F5-BIG-EGW-1600-4G-R	\$ 17,995.00		8%	\$ 16,555.40	\$ 4,950.00	\$0	\$ 5.00	\$0	\$0	
6.076	F5		F5 Big-IP Link Controller	F5-BIG-LC-1600-4G-R	\$ 15,990.00		8%	\$ 14,710.80	\$ 8,100.00	\$0	\$ 5.00	\$0	\$0	
6.077	F5		F5 Big-IP Local Traffic Manager Virtual Edition	F5-BIG-LTM-VE-LAB	\$ 995.00		8%	\$ 915.40	\$ 6,300.00	\$0	\$ 5.00	\$0	\$0	
6.078	F5		F5 Big-IP WAN Optimization	F5-BIG-WOM-1600-4G	\$ 14,995.00		8%	\$ 13,795.40	\$ 4,950.00	\$0	\$ 5.00	\$0	\$0	
6.079	F5		F5 Big-IP WebAccelerator	F5-BIG-WBA-1600-4G	\$ 14,995.00		8%	\$ 13,795.40	\$ 7,425.00	\$0	\$ 5.00	\$0	\$0	
6.080	Citrix		Citrix NetScaler App Delivery Controller	NETSCALER MPX5500 (PN MW320000050)	\$ 22,000.00		25%	\$ 16,500.00	SOW Needed in order to provide an accurate Deployment Cost	\$0	\$ 5.00	\$0	\$0	
6.081	Citrix		Citrix NetScaler Access Gateway	CITRIX MODEL 2010 (PN EW320000221)	\$ 3,500.00		25%	\$ 2,625.00		\$0	\$ 5.00	\$0	\$0	



Department of Innovation and Technology

Hardware & Software Services
Network Equipment Pricing - REFURBISHED

Company Name	Company Address	Company Phone	Company Email
City of Chicago	100 N Dearborn St	312.321.3000	procurement@cityofchicago.org

ID	Brand	Bundle Number	Product Type	City Standard Item	Price per Unit (Refurbished/Used)	Bundle Price (Refurbished/Used)	% Discount (Refurbished/Used)	Discounted Price (Refurbished/Used)	Deployment Cost Per Bundle (Optional)	Shipping Cost Per Bundle	Asset Tag City (Optional)	CDL Cost (Optional)	Annual Warranty Cost (Refurbished/Used)	Notes
6001	Cisco	1	WS-C3660G-24TC-L	Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	\$ 2,274.00	\$ 2,464.00	37%	\$ 1,552.32	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6002	Cisco		CON-SMT-C3660G-2C	SMARTNET 8XSXNBD Catalyst 2960 24 10/100/1000, 4 T/SFP	\$ 190.00									
6003	Cisco	2	WS-C3660-8PC-S	Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP, IP Base Image	\$ 963.00	\$ 1,008.00	37%	\$ 635.04	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6004	Cisco		CON-SMBS-WSC3568	SMBS 8XSXNBD Catalyst 3560 8 10/1	\$ 45.00									
6005	Cisco	3	WS-C3660G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$ 3,357.00	\$ 3,571.00	37%	\$ 2,249.73	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6006	Cisco		CON-SMBS-3560GPS	SMBS 8XSXNBD Catalyst 3560 24 10/	\$ 214.00									
6007	Cisco	4	WS-C3660G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	\$ 5,697.00	\$ 6,034.00	37%	\$ 3,801.42	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6008	Cisco		CON-SMBS-3560G48S	SMBS 8XSXNBD Catalyst 3560 48 10/100	\$ 337.00									
6009	Cisco	5	WS-C3750G-12S-E	Catalyst 3750 12 SFP + IPB Image	\$ 7,194.00	\$ 8,201.00	37%	\$ 5,166.63	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6010	Cisco		CON-SMT-3750G12E	SMARTNET 8XSXNBD Cat 3750 12 SFP Enhanced Multilayer Img	\$ 1,007.00									
6011	Cisco	6	WS-C3750G-24TS-S1U	Catalyst 3750 24 10/100/1000 + 4 SFP + IPB Image, 1RU	\$ 4,197.00	\$ 4,520.00	37%	\$ 2,847.60	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6012	Cisco		CON-SMBS-3750G51U	SMBS 8XSXNBD Catalyst 3750 24 10/100/1000 + 4 SFP	\$ 323.00									
6013	Cisco	7	WS-C3750G-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + IPB Image	\$ 8,397.00	\$ 9,857.00	37%	\$ 6,209.51	\$ 219.71	\$ 0	\$ 5.00	\$ 0	\$ 0	
6014	Cisco		CON-SMTE-3750G48T	SMARTNET 8XSX4 Cat 3750 48 10/100/1000T + 4 SFP St	\$ 1,460.00									
6015	Cisco	8	WS-C3750G-48PS-S	Catalyst 3750 48 10/100/1000T PoE + 4 SFP + IPB Image	\$ 9,297.00	\$ 9,802.00	37%	\$ 6,175.36	\$ 219.71	\$ 0	\$ 5.00	\$ 0	\$ 0	
6016	Cisco		CON-SMBS-3750G48P	SMBS 8XSXNBD Cat 3750 48 10/100/1000T PoE + 4 S	\$ 505.00									
6017	Cisco	9	WS-C3750G-24PS-S	Catalyst 3750 24 10/100/1000T PoE + 4 SFP + IPB Image	\$ 4,677.00	\$ 4,977.00	37%	\$ 3,135.51	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6018	Cisco		CON-SMBS-3750G24P	SMBS 8XSXNBD Catalyst 3750 24 10/100/1000T PoE + 4	\$ 300.00									
6019	Cisco	10	WS-C4506E-S6L-96W+	4506-E Chassis, Two 24G PoE Ready Linecards, Suppl. E	\$ -									Assumptions: Network installation consists of connection to network and verifying functionality and based off using Cisco standard image. Annual warranty cost is included in Smartnet purchase and is included when purchased with hardware for these bundles only. For all other purchases, Smartnet will be provided at a 38% discount off MSRP.
6020	Cisco		WS-X4648-RJ45V+E	Catalyst 4500 E Series 48 Port PoE+ Ready 10/100/1000(RJ45)	\$ 5,172.00	\$ 6,431.00	37%	\$ 4,051.53	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 0	
6021	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 687.00									
6022	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6023	Cisco		CON-SMBS-4506E96+	SMBS 8XSXNBD 4506 E Chassis, Two	\$ 572.00									
6024	Cisco		WS-C4507R-E	Cat 4500 E Series, 7-slot, no ps	\$ 6,897.00									
6025	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6026	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6027	Cisco		WS-X45-SUP7-E	Catalyst 4500 E Series Supervisor, 848Gbps	\$ -	\$ 7,998.00	37%	\$ 5,098.74	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 1,024.90	
6028	Cisco		X2-10GB-CX4=	10GBASE CX4 X2 Module	\$ 414.00									
6029	Cisco		C4500E-IP-ES	Paper IP to Ent Services License	\$ -									
6030	Cisco		N7K-C7010-BUN	Nexus 7010 Bundle (Chassis, SUP1, (3)FAB1, (2)JAC-6KW PSU)	\$ 33,103.00									
6031	Cisco		N7K-LAN1K9	Nexus 7000 LAN Enterprise License (L3 protocols)	\$ -									
6032	Cisco		N7K-M148G5-11	Nexus 7000 48 Port 1G, SFP	\$ 16,200.00									
6033	Cisco		N7K-M148GT-11	Nexus 7000 48 Port 10/100/1000, RJ 45	\$ -									
6034	Cisco		CON-SMT-C701BN	SMARTNET 8XSXNBD, Nexus 7010 Bundle (Chassis, SUP1, (3)FAB1, (2)JAC 6KW PSU)	\$ 7,477.00	\$ 58,430.00	37%	\$ 36,810.90	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 0	

City of Chicago
Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services
Specification No. 105081

Exhibit 2

Schedule of Compensation

ID	Brand	Bundle Number	Product Type	City Standard Item	Price per Unit (Refurbished/Used)	Bundle Price (Refurbished/Used)	% Discount (Refurbished/Used)	Discounted Price (Refurbished/Used)	Deployment Cost Per Bundle (Optional)	Shipping Cost Per Bundle (Optional)	Asset Tag City (Optional)	CDC Cost (Optional)	Annual Warranty Cost (Refurbished/Used)	Notes
6.035	Cisco		[CON-SMT-M148G511	SMARTNET BXSNBD Nexus 7000 48 Port 1G, SFP, 40G Fabric	\$ 675.00					\$0				
6.036	Cisco		[CON-SMT-N748G	SMARTNET BXSNBD Nexus 7000 48 Port 10/100/1000, RJ 45	\$ 375.00									
6.037	Cisco		[CON-SMT-N7LAN	SMARTNET BXSNBD Nexus 7000 LAN Enterprise Lic	\$ 600.00									
6.038	Cisco	13	AIR-CT5508-S0-K9	5508 Series Controller for up to 50 APs	\$ 15,610.00									
6.039	Cisco		AIR-PWR 5500 AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	\$ 1,035.00	\$ 18,445.00	37%	\$ 11,620.35	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.040	Cisco		[CON-SMT-CT0850	SMARTNET BXSNBD 5508 Series Controll	\$ 1,800.00									
6.041	Cisco	14	AIR-CT5508 12 K9	Cisco 5508 Series Wireless Controller for up to 12 APs	\$ 7,630.00	\$ 8,510.00	37%	\$ 5,363.30	\$ 146.47	\$0	\$ 15.00	\$0	\$0	
6.042	Cisco		[CON-SMT-CT0812	SMARTNET BXSNBD Cisco 5508 Series Wi	\$ 880.00									
6.043	Cisco		ASR1002-W/ESP-5G-AESK9	ASR1002-W/ESP-5G-AESK9 4GB DRAM	\$ 305.00									
6.044	Cisco		SFP-GE-T	1000BASE-T SFP (NEBS 3 ESD)	\$ 305.00									
6.045	Cisco		[CON-SMT-ASR1KESP	SMARTNET 24X7X4 ASR1K Embedded Services Processor, 5Gbps	\$ 1,229.00	\$ 4,017.00	37%	\$ 2,530.71	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.046	Cisco		[CON-SMT-25GK9	SMARTNET 24X7X4 ASR1002-W/ESP 5G-AESK9	\$ 1,843.00									
6.047	Cisco		[CON-SMT-ASR1R1E	SMARTNET 24X7X4 Cisco ASR 1000 Series	\$ 640.00									
6.048	Cisco	16	[CISCO2951/K9	Cisco 2951 W/3 GE 4 EHWIC.3 DSP 2.5M, 256MB CF, 512MB DRAM, IPB	\$ 5,172.00	\$ 6,132.00	37%	\$ 3,863.16	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.049	Cisco		[CON-SMT-15001M	Cisco 2951 IOS UNIVERSAL	\$ 960.00									
6.050	Cisco		[CON-SMT-2951	SMARTNET BXSNBD Cisco 2951 W/3 GE	\$ 1,000.00	\$ 1,145.00	37%	\$ 721.35	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.051	Cisco	17	[CISCO1941/K9	Cisco 1941 W/2 GE 2 EHWIC slots, 256MB CF, 512MB DRAM, IP Base	\$ 145.00									
6.052	Cisco		[CON-SMT-1941	SMARTNET BXSNBD Cisco 1941 W/2 GE, 2	\$ 896.00									
6.053	Cisco	18	AIR-LAP1252AG-A-K9	802.11a/b/g/n 42.0 2.4/5-GHz Mod Unified AP, 6 RP TNC, FCC	\$ 950.88		37%	\$ 599.05	\$ 73.24	\$0	\$ 5.00	\$0	\$0	Assumptions: Network installation consists of connection to network and verifying functionality and based off using Cisco standard image. Annual warranty cost is included in Smartnet purchase and is included when purchased with hardware for these bundles only. For all other purchases, Smartnet will be provided at a 38% discount off MSRP.
6.054	Cisco		AIR-ANT2422DB-R	2.4 GHz 2.2 dBi Dipole Straight Antenna RP-TNC Black Qty 1										
6.055	Cisco		AIR-ANT5135DB-R	5GHz 3.5dBi Black Dipole Antenna w/RP-TNC connector, Qty 1	\$ 54.88									
6.056	Cisco		[CON-SMBS-LAP1252A	SMBS BXSNBD 802.11a/b/g/n-dt 0.2 4/5-GHz 6 RP TNC, FCC	\$ 448.00	\$ 471.11	37%	\$ 296.80	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.057	Cisco	19	[CISCO881-K9	Cisco 881 Ethernet Sec Router	\$ 23.11									
6.058	Cisco		[CON-SMBS-C881	SMBS BXSNBD Cisco 881 Ethernet Sec Router	\$ 26.96	\$ 26.96	37%	\$ 16.98	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.059	Cisco	20	[CISCO881G-5-K9	881G FE Sec Router bundle with Adv IP Serv, 3G Sprint	\$ 2,548.00	\$ 3,788.00	37%	\$ 2,386.74	\$ 146.47	\$0	\$ 5.00	\$0	\$0	
6.060	Cisco		[CON-SMBS-C881SK9	SMBS BXSNBD 881G FE Sec Router	\$ 42.00									
6.061	Cisco	21	[CISCO2921/K9	Cisco 2921 W/3 GE 4 EHWIC.3 DSP, 1.5M, 256MB CF, 512MB DRAM, IPB	\$ 680.00	\$ 550.00	37%	\$ 345.00	\$ 366.18	\$0	\$ 5.00	\$0	\$0	
6.062	Cisco		HWIC-1DSU-T1	1 Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 345.00									
6.063	Cisco		[CON-SMT-2921	SMARTNET BXSNBD Cisco 2921	\$ 550.00									
6.064	Cisco	22	[WS-C2960G-24TC-L	Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	\$ 2,274.00	\$ 2,316.00	37%	\$ 1,459.08	\$ 366.18	\$0	\$ 5.00	\$0	\$0	
6.065	Cisco		[CON-SMT-2960	Smartnet BXSNBD Cisco 2921	\$ 42.00									
6.066	Cisco		GLC-LH-SM+	GE SFP, LC connector LX/LH transceiver	\$ 687.00		37%	\$ 432.81	\$102.60 per hour (1 hr minimum)	\$0	\$ 5.00	\$0	\$0	
6.067	Cisco		GLC-SX-MM+	GE SFP, LC connector SX transceiver	\$ 345.00		37%	\$ 217.35		\$0	\$ 5.00	\$0	\$0	
6.068	Cisco		SFP-GE-T	1000BASE-T SFP (NEBS 3 ESD)	\$ 305.00		37%	\$ 192.15		\$0	\$ 5.00	\$0	\$0	



Department of Innovation and Technology

Hardware & Software Services
Maintenance & Support Pricing

Company Name	City of Chicago
Company Type	Distributor/Reseller

Group 1	Cost Item	Apple iMac	Apple MacBook	Apple iPad	Rugged Tablet and Notebooks
ID	Warranty Services				
7 020	Standard Warranty Description	1 Year Limited Warranty 90 Days Phone consulting and tech support, 1yr warranty	1 Year Limited Warranty 90 Days Phone consulting and tech support, 1yr warranty	1 Year Limited Warranty 90 Days Phone consulting and tech support, 1yr warranty	3 year toll-free technical support, 24 hours a day, 365 days a year, overnight shipping with priority exchange program
7 030	Annual Extended Warranty Cost per Unit	\$ 87 17	\$ 76 28	\$ -	\$ 44 33
7 050	Extended Warranty Description	5 Year Repair coverage for IMAC	4 Year Accidental Damage Laptop Coverage for MacBook	Not Available	5 year toll-free technical support, 24 hours a day, 365 days a year,
ID	Other Maintenance and Service Costs				
7 060	Standard Onsite Hardware Installation (not included under HW pricing)	Onsite Hardware Installation	Onsite Hardware Installation	Onsite Hardware Installation	Onsite Hardware Installation
7 070	Service Description				
	Unit of Measure				
	Cost per Unit	\$ 81 90	\$ 81 90	\$ 81 90	\$ 81 90
	Cost per Unit	No Bid	No Bid	No Bid	
7 080	Maintenance and Support (not included in 1 001 or 1 002)				
	Critical Support				
	Service Description	No Bid	No Bid	No Bid	
7 071	Unit of Measure				
	Cost per Unit	No Bid	No Bid	No Bid	
	Cost per Unit	No Bid	No Bid	No Bid	
	Serious Support				
	Service Description	No Bid	No Bid	No Bid	
	Unit of Measure				
	Cost per Unit	No Bid	No Bid	No Bid	
	Cost per Unit	No Bid	No Bid	No Bid	
	Minor Support				
	Service Description	No Bid	No Bid	No Bid	
	Unit of Measure				
	Cost per Unit	No Bid	No Bid	No Bid	
7 073	Cost per Unit	No Bid	No Bid	No Bid	

7 0 Maintenance & Support Pricing

Group 1	Cost Item	Apple Products				Rugged Tablet and Notebooks
		Apple iMac	Apple MacBook	Apple iPad		
7 074	Routine Support					
	Service Description	No Bid	No Bid	No Bid		
	Unit of Measure					
7 080	Cost per Unit	No Bid	No Bid	No Bid		
	Training (associated with the deployment of new equipment/hardware)					
	Service Description	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc)	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc)	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc)		CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc)
	Unit of Measure					
	Cost per Unit	\$0	\$0	\$0	\$0	\$0

7 0 Maintenance&Support Pricing

Group 1	Cost Item	Servers	Storage Solutions	Network Equipment (bundles)	Notes
ID	Warranty Services				
7 020		3years parts/labor/onsite is included as part of the STANDARD warranty. After Year 3, CDW-G will work with the manufacturer to get POST-WARRANTY costs	EMC - Hardware 3 Years Enhanced Support- includes 24x7 technical support and remote trouble shooting along with next day onsite response	Cisco - OS 8X5XNBD for STD Smartnet on most products Includes 24X7 tech support - both by phone and online, next business day hardware replacement, technician is dispatched to replace equipment, IOS updates, Access to Cisco's site for tech support cases and IOS updates	For server support we provided an example of HP's support contract based on standard specifications of a DL360, Cisco warranties are purchased annually, EMC price depends on individual products
7 030	Standard Warranty Description	TBD	TBD	TBD	
7 040	Annual Extended Warranty Cost per Unit				
7 050	Extended Warranty Term (Years)	4	TBD	1	
	Extended Warranty Description	Extended one year onsite next business day coverage	Beyond the EMC Warranty, extended warranty is provide	Cisco - OS 8X5XNBD for STD Smartnet on most products Includes 24X7 tech support - both by	
ID	Other Maintenance and Service Costs				
7 060	Standard Onsite Hardware Installation (not included under HW pricing)				
	Service Description	enterprise/windows	enterprise/windows	enterprise/windows	
7 070	Break Fix for out of warranty peripherals and equipment				
	Service Description	enterprise/windows	enterprise/windows	enterprise/windows	
	Unit of Measure				
	What is the avg length of incident resolution	TBD	TBD	TBD	
	Cost per Unit	80 00	80 00	80 00	Enterprise \$150
	Break Fix Total				
7 080	Maintenance and Support (not included in 1 001 or 1 002)				
7 071	Critical Support				
	Service Description	2 to 4 hr response, 24 hr resolution	2 to 4 hr response, 24 hr resolution	2 to 4 hr response, 24 hr resolution	
	Unit of Measure				
	Cost per Unit	\$95	\$95	\$95	
7 072	Serious Support				
	Service Description	2 work days	2 work days	2 work days	
	Unit of Measure				
	Cost per Unit	\$95	\$95	\$95	
7 073	Minor Support				
	Service Description	5 workdays	5 workdays	5 workdays	
	Unit of Measure				
	Cost per Unit	\$70	\$70	\$70	
7 074	Routine Support				

7 0 Maintenance&Support Pricing

Group 1	Cost Item	Servers	Storage Solutions	Network Equipment (bundles)	Notes
	Service Description	5 days or more with concurrence of client	5 days or more with concurrence of client	5 days or more with concurrence of client	
	Unit of Measure				
	Cost per Unit	\$70	\$70	\$70	

Group 2	Standard Rate Card for Labor Categories	Hourly Pay Rate	Markup	Hourly Total Cost	Industry Certification Guidelines
7 111	Technical Trainer/Instructor	\$ 75.00	10%	\$ 82.50	Certified Technical Trainer CompTia CTT+
7 112	Project Manager	\$ 75.00	10%	\$ 82.50	PMP, CAPM, MPM, CPM
7 113	Subject Matter Expert	* VARIES	* VARIES	* VARIES	5+ Years of Demonstrated and Practical Experience in the Target Subject
7 114	Network Administrator	\$ 75.00	7%	\$ 80.25	MCSE
7 115	Senior Network Engineer	\$ 105.00	10%	\$ 115.50	CCNP
7 116	Junior Network Engineer	\$ 80.00	7%	\$ 85.60	CCNA
7 117	Senior Network Technician	\$ 75.00	10%	\$ 82.50	CCENT
7 118	Junior Network Technician	\$ 60.00	7%	\$ 64.20	CCT
7 119	Senior Computer Software/Integration Analyst	\$ 85.00	10%	\$ 93.50	Associate or Bachelor Degree in computer or information systems, computer science or information technology
7 12	Junior Computer Systems Analysts	\$ 70.00	7%	\$ 74.90	Associate or Bachelor Degree in computer or information systems, computer science or information technology
7 121	Junior Developer	\$ 80.00	7%	\$ 85.60	MCPD Microsoft Certified Professional Developer
7 122	Senior developer	\$ 100.00	10%	\$ 110.00	MCSO Microsoft Certified Solutions Developer

* VARIES: The rate is based on the specific technical subject area and expertise required as specified in the Statement of Work

EXHIBIT 3
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT



120 S. Riverside Plaza
Chicago, IL 60606

Phone: 312.705 9700
Fax 847.419 6200
Toll-free 800 808 4239

CDWG.com

08/27/2014

Jaime L. Rhee
Chief Procurement Officer
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, IL 60602

RE: Specification 105081: Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services; M/WBE Commitment

Dear Ms. Rhee:

CDW Government LLC confirm our commitment to the MBE and WBE requirements as specified in our Agreement with the City of Chicago for Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services.

In the performance of Services rendered via Task Orders under the following scope categories, CDW Government LLC commits to the minimum respective MBE and WBE participation goals:

TASK	MBE Goal	WBE Goal
Hardware Deployment	70%	20%
General Installations	70%	20%
General Break Fix	55%	15%
Training	48%	12%

Our participation plan will be directly performed by the following two certified firms:

- KBS Computer Services
- Advotek Inc.

These firms will be utilized, as their certifications remain current, in response to future Task Orders issued by the City for their services in the identified scope categories. Additionally, CDW Government LLC will utilize good faith efforts to maximize MBE and WBE participation wherever possible.

Sincerely,

Thomas R Stien

Regional Manager
State and Local Government
CDW•G



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 403
Chicago, Illinois 60602-1284
Fax: 312-744-3281

SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES MBE & WBE

**SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT
AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL
SERVICES**

I. POLICY AND TERMS

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the consultant shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Consultant commits to make Good Faith Efforts to expend at least the following percentages of the total contract price- product costs are exempt of MBE/WBE goals (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs

	Task	Description	% MBE Participation	% WBE Participation
A.	Hardware /Equipment	Laptops, desktops, servers, network equipment and peripherals and other equipment that can be purchased directly from manufacturer or value added resellers (VAR)	0%	0%
B.	Software Licenses and subscriptions	Licenses and/or subscriptions	0%	0%

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

	Task	Description	% MBE Participation	% WBE Participation
C.	Hardware deployment TASK ORDER BASIS	Physical installation, hardware staging, asset tagging, loading of profiles, some imaging (for software that is not installed at OEM), provisioning, joining to domain, set up network drives, printer drivers, project base support, wireless cards installation and setup and possible physical installation of Toughbooks into vehicles, decommissioning process (removal of old hardware/assets, hard drive erasure and destruction, overall e-waste disposal)	70%	20%
D.	General Installations TASK ORDER BASIS	Physical installation of peripherals such projectors and large monitors	70%	20%
E.	Warranty Services NOT AWARDED	Break fix services related to standard and extended warranty services, including pickup and replacement of damaged goods	0%	0%
F.	General Break Fix TASK ORDER BASIS	Time and materials repairs of all out-of-warranty, non-supported devices.	55%	15%
G.	Proprietary Software Services	Services for Software WITHOUT an ecosystem of support vendors (e.g. highly specialized proprietary software). Training on software, professional services related to integration, customization and enhancement of proprietary software	0%	0%
H	Software as a Service (SaaS)	Professional services related to SaaS integration and or customization and enhancement WITHOUT an ecosystem of support vendors (e g highly specialized proprietary SaaS applications).	0%	0%
I.	Training TASK ORDER BASIS	Training related to the installation of new hardware or software	48%	12%

The commitment is met by the consultant's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Consultant's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts of such contractor), or by any combination of the foregoing

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.

As noted above, the consultant may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the consultant shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the consultant to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

The consultant also may, with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. DEFINITIONS

- a "Area of Specialty" means the description of a MBEs or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit towards this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- b "B E P D" means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

City of Chicago or his or her designee

- g "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement
- h "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract
- i "Consultant" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity
- j "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals
- k "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms
- l "Good Faith Efforts" means actions undertaken by a bidder or consultant to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements
- m "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Consultant's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant.)
- n "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest
- o "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- p "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago
- q "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment
- r. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois

III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- B The joint venture may be eligible for credit towards the contract's MBE/WBE participation goals only if
 - 1 The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest,
 - 2 The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk,
 - 3 Each joint venture partner executes the bid to the City, and
 - 4 The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A
- C The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied

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The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the contract's MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the contract's MBE/WBE participation goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the contract's MBE/WBE participation goals.

D Schedule B MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- 1 The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding,
- 2 Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity,
- 3 Work items to be performed under the supervision of the MBE or WBE joint venture partner, and
- 4 The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

Notice: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of

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the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

Notice: The City requires that, whenever a joint venture is proposed as the prime Consultant, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION, TO BE EXECUTED BY A PARTNERSHIP, and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- A Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals
 - 1 The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 2 A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- B Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.
- C If the MBE or WBE performs the work itself
 - 1 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract.

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with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime consultant or its affiliate). **0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals**

- D If the MBE or WBE is a manufacturer
 - 1 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or consultant
- E If the MBE or WBE is a distributor or supplier
 - 1 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals
- F If the MBE or WBE is a broker
 - 1 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals
 - 2 As defined above, Brokers provide no commercially useful function
- G If the MBE or WBE is a member of the joint venture consultant/bidder
 - 1 A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals, or
 - 2 If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B
 - 3 A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted
- H If the MBE or WBE subcontracts out any of its work
 - 1 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals
 - 2 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C 1 above)
 - 3 The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services
 - 4 The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees

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customarily allowed for similar services

- 5 The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services

V. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waivers of the MBE/WBE commitment goals of a particular contract are appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein, and
- 2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit, negotiating with the next lowest bidder, or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate:

- 1 The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when

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there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs,
- b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes
 - i. Name, address, email and telephone number of MBE/WBE firms solicited,
 - ii. Date and time of contact,
 - iii. Person contacted,
 - iv. Method of contact (letter, telephone call, facsimile, email, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes
 - i. Project identification and location,
 - ii. Classification/commodity of work items for which quotations were sought,
 - iii. Date, item, and location for acceptance of subcontractor bids,
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful,
 - v. Affirmation that Good Faith Efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals, not imposing any limiting conditions which were not mandatory for all subcontractors, providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher)
 - b. A listing of all potential subcontractors contacted for a quotation on that work item,
 - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item
3. Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following

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- a The City's estimate for the work under a specific subcontract,
- b The bidder's own estimate for the work under the subcontract,
- c An average of the bona fide prices quoted for the subcontract,
- d Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/consultant has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A when the prime consultant seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime consultant may use. Proof of notification prior to bid submittal (e.g., certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

- 1 If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
- 2 The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific

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Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1 Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Consultant, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms> Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid/proposal All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty

C. Joint Venture Agreements.

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/consultant or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to (1) contributions of capital and equipment, (2) work responsibilities or other performance to be undertaken by the MBE/WBE, and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be

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dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, consultants are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Consultant will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The consultant will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the consultant for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received.

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All monthly confirmations must be reported on or before the 20th day of each month. Consultant and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

- D All subcontract agreements between the consultant and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at <https://chicago.mwdbe.com>

- E The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the consultant's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the consultant's records by any officer or official of the City for any purpose.
- F The consultant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

VIII. CHANGES TO COMPLIANCE PLAN

- A No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the consultant's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or consultant to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or consultant must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
- 1 Unavailability after receipt of reasonable notice to proceed,
 - 2 Failure of performance,
 - 3 Financial incapacity,
 - 4 Refusal by the subcontractor to honor the bid or proposal price or scope,
 - 5 Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed,

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- 6 Failure of the subcontractor to meet insurance, licensing, or bonding requirements,
 - 7 The subcontractor's withdrawal of its bid or proposal,
 - 8 Subcontractor provided false information, or
 - 9 De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification)
- C If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows
- 1 The bidder or consultant must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 - 2 The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
 - 3 Where the bidder or consultant has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or consultant may substitute with a non-MBE or non-WBE.
 - 4 If a bidder or consultant plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or consultant must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 - 5 A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or consultant's receipt of City approval for the substitution or other change.
- D The City shall not be required to approve extra payment for escalated costs incurred by the consultant when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

IX. NON-COMPLIANCE AND DAMAGES

- A Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements, and (2) disqualification as a MBE or WBE of the consultant or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the consultant.
- B Payments due to the Consultant may be withheld until corrective action is taken.
- C Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the

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discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

- D The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

X Arbitration

- A In the event a consultant has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the consultant damages suffered by such entity as a result of being underutilized, provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the consultant and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a consultant and a MBE/WBE.

- B An MBE/WBE desiring to arbitrate shall contact the consultant in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the consultant receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone (312) 616-6560, Fax (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA, shall be conducted by the AAA, and held in Chicago, Illinois.

- C All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

- D The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI Equal Employment Opportunity

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Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or consultant and subcontractor obligations

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773) 928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773) 994-5006
Fax: (773) 994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web:
www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400

Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149

Illinois Black Chamber of Commerce
331 Fulton Street, Suite 530
Peoria, IL 61602
Phone: (309) 740-4430
Fax: (309) 672-1379
www.ilbcc.org

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated
Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

National Organization of Minority Engineers
33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Web: www.nomeonline.org

Jan 2012

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date) _____

Re Specification _____
Description _____

(Assist Agency Name and Address)

Dear _____

(Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago Bids are due _____ advertised specification with the City of Chicago

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative
Address/phone

within (10) ten working days of receipt of this letter

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago Written comments may be directed within fifteen (15) working days of your receipt of this letter to

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I Name of joint venture _____
Address of joint venture _____
Phone number of joint venture _____
- II Identify each non-MBE/WBE venturer(s)
Name of Firm _____
Address _____
Phone _____
Contact person for matters concerning MBE/WBE compliance _____
- III Identify each MBE/WBE venturer(s)
Name of Firm _____
Address _____
Phone _____
Contact person for matters concerning MBE/WBE compliance _____
- IV Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture _____

- V Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to (1) the contributions of capital and equipment, (2) work items to be performed by the MBE/WBE's own forces, (3) work items to be performed under the supervision of the MBE/WBE venturer, and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI Ownership of the Joint Venture
A What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
- B Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable)
- 1 Profit and loss sharing _____
- 2 Capital contributions
(a) Dollar amounts of initial contribution _____

(b) Dollar amounts of anticipated on-going contributions _____

3 Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer) _____

4 Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control _____

5 Provide copies of all written agreements between venturers concerning this project

6 Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture

VII Control of and Participation in the Joint Venture Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions (Indicate any limitations to their authority such as dollar limits and co-signatory requirements)

A Joint venture check signing

B Authority to enter contracts on behalf of the joint venture

C Signing, co-signing and/or collateralizing loans

D Acquisition of lines of credit

E Acquisition and indemnification of payment and performance bonds

F Negotiating and signing labor agreements

G Management of contract performance (Identify by name and firm only)

1 Supervision of field operations _____

2 Major purchases _____

3 Estimating _____

4 Engineering _____

VIII Financial Controls of joint venture

A Which firm and/or individual will be responsible for keeping the books of account?

B Identify the managing partner, if any, and describe the means and measure of their compensation

C What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements

Note If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime consultant if the joint venture is a subcontractor

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Signature of Notary Public

My Commission Expires _____

(SEAL)



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name _____ Specification No _____

From _____
(Name of MBE/WBE Firm)

To _____ and the City of Chicago
(Name of Prime Consultant)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer " 60% participation is credited for the use of a MBE or WBE "regular dealer "

The undersigned is prepared to perform the following services in connection with the above named project/contract If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed Attach additional sheets as necessary

The above described performance is offered for the following price and described terms of payment

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

(Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Consultant

**FOR
NON-
CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name _____

Specification No _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached)

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract

A If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract

1. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

2. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

3. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

4. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Consultant will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract

1. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

2. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

3. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation %

4. Name of MBE/WBE _____
Address _____

Contact Person _____

Phone Number _____

Dollar Value of Participation,
\$ _____

Percentage of Participation % _____

5. Attach Additional Sheets as Needed

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1 MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2 MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1 WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2 WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

The Prime Consultant designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONSULTANT TO MAKE THIS AFFIDAVIT.

(Name of Prime Consultant – Print or Type)

State of _____

(Signature)

County of _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained

IN WITNESS WHEREOF, I hereunto set my hand and seal

(Notary Public Signature)

SEAL

Commission Expires _____

EXHIBIT 4
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is:
<http://webapps.cityofchicago.org/EDSWeb>.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 30451

Certificate Printed on: 10/15/2014

Date of This Filing: 04/24/2014 08:52 AM

Original Filing Date: 04/06/2012 03:28 PM

Disclosing Party: CDW Government LLC

Filed by: Tara Barbieri

Title: Director Program Sales.

Matter: COMPUTER HARDWARE,
SOFTWARE, PERIPHERALS AND
RELATED MAINTENANCE AND
INSTALLATION SERVICES

Applicant: CDW Government LLC.

Specification #: 105081

Contract #: 29659

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE

1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insured, defense and contractual liability (not to include endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Subcontractors performing work or Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work or Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4. Error & Omissions/Professional Liability

When any system technicians, engineers, project managers or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance (including Technology Errors and Omissions and Cyber Liability) covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000 each claim. Coverage must include performance of or failure to perform professional services such as EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start

of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein, but only to extent that Subcontractor is not covered as an independent contractor under Contractor's policy.

6. Valuable Papers

When any plans, designs, drawings, specifications, media, data, reports, records and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7. All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to City property including Department of Innovation Technology applications, system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the project during the course of design, development, installation, replacement, maintenance, or repair and any other property of the project at City or Contractor's site. Coverage must include in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property/equipment at full replacement cost or loss to any other City property as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned, used, leased or rented by Contractor.

8. Additional Requirements

Prior to the award of the contract, Selected Respondent(s) must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for thirty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives except with respect to the Errors & Omissions/Professional Liability insurance .

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements as long as they do not exceed the above requirements.

In addition to these sample insurance requirements, see Delivery Section for insurance required when delivering products to a City of Chicago Facility.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER
Aon Risk Services Central, Inc
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT
NAME
PHONE
(A/C No Ext) (866) 283-7122 FAX (A/C No) (800) 363-0105

E-MAIL
ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
CDW Government LLC
230 North Milwaukee Ave
Vernon Hills IL 60061 USA

INSURER A	Charter Oak Fire Ins Co	25615
INSURER B	Beazley Insurance Company, Inc	37540
INSURER C	Travelers Property Cas Co of America	25674
INSURER D	The Phoenix Insurance Company	25623
INSURER E	New Hampshire Ins Co	23841
INSURER F	National Union Fire Ins Co of Pittsburgh	19445

COVERAGES

CERTIFICATE NUMBER. 570055395498

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			H6605D53096APHX14	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-5D57054A-14-TEC	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP5D53096A SIR applies per policy terms & conditions	10/01/2014	10/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC028234716 WC AOS SIR applies per policy terms & conditions	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
B	E&O-MPL-Primary			V12FD6140301 SIR applies per policy terms & conditions	10/01/2014	10/01/2015	Prof Liab Agg - All \$5,000,000 SIR \$250,000 Per Claim Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Chicago is included as an Additional Insured as respects operations and activities of, or on behalf of the Named Insured, performed under contract with or permit from the City of Chicago, with respect to the General Liability and Automobile Liability policies General Liability policy coverage evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, in accordance with the policy's provisions A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Automobile Liability policies

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
Procurement Department
121 N LaSalle St., Suite 806
Chicago IL 60602 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No 570055395498



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc		NAMED INSURED CDW Government LLC	
POLICY NUMBER See Certificate Number. 570055395498			
CARRIER See Certificate Number: 570055395498	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
E		N/A		WC028234717 WC - KY NC NH UT VT SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
E		N/A		WC028234718 WC - AZ VA SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
E		N/A		WC028234719 WC - NJ PA SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
F		N/A		WC028234720 WC OR SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
E		N/A		WC028234721 WC IL SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
E		N/A		WC028234722 WC CA SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
E		N/A		WC028234723 WC - MA ND OH WA WI WY SIR applies per policy terms & conditions	10/01/2014	10/01/2015		
E		N/A		WC028234724 WC FL SIR applies per policy terms & conditions	10/01/2014	10/01/2015		



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Central, Inc Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME PHONE (A/C No Ext) (866) 283-7122 FAX (A/C No) (800) 363-0105 E-MAIL ADDRESS PRODUCER CUSTOMER ID # 10227766	
	INSURER(S) AFFORDING COVERAGE INSURER A Affiliated FM Insurance Co NAIC # 10014 INSURER B INSURER C INSURER D INSURER E INSURER F	
INSURED CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER 570055396419 REVISION NUMBER

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The above listed policy includes \$1M limit-Equipment Installation floater under Policy # EP007.
City of Chicago is included as Loss Payee in accordance with the policy provisions of the Property policy as their interest may appear.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	EP007	10/01/2014	10/01/2015	BUILDING	
		CAUSES OF LOSS DEDUCTIBLES				PERSONAL PROPERTY	
		BASIC BUILDING				BUSINESS INCOME w/o Extra Expense	
		BROAD CONTENTS				EXTRA EXPENSE	
		SPECIAL				RENTAL VALUE	
		EARTHQUAKE				BLANKET BUILDING	
		WIND				BLANKET PERS PROP	
		FLOOD				<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$1 000 000
	<input checked="" type="checkbox"/>	ALL RISK-Subject to Exclusions					
	<input checked="" type="checkbox"/>	Blkt B&PP Ded \$250,000					
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
	<input type="checkbox"/>	NAMED PERILS					
	<input type="checkbox"/>	CRIME					
		TYPE OF POLICY					
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER 570055396419

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Valuable Papers coverage is included \$1M limit applies under Policy #EP007

CERTIFICATE HOLDER

City of Chicago
Procurement Department
121 N LaSalle St, Suite 806
Chicago IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc

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EXHIBIT 6
BUSINESS ASSOCIATE AGREEMENT

EXHIBIT 6

BUSINESS ASSOCIATE AGREEMENT

The following terms and conditions are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and their implementing regulations

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA") See 45 C F R Parts 160 and 164

Specifically, the following terms used in this Business Associate Agreement shall have the same meaning as in HIPAA **Breach, Business Associate, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.** The term "**Breach**" has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below For purposes of this Business Associate Agreement, the covered entity is the City of Chicago ("City") and the terms "Protected Health Information" and "PHI" include electronic PHI ("ePHI")

1 Uses and Disclosures of Protected Health Information ("PHI") Business Associate must not use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law Business Associate may only use and disclose PHI obtained from or on behalf of the City as necessary to perform functions, activities, or services for, or on behalf of, the City as specified in the underlying Agreement

If Business Associate is authorized to use PHI to de-identify the information in accordance with 45 C F R § 164 514(a)-(c), Business Associate is not permitted to use or disclose the de-identified information for purposes other than those specified in the underlying Agreement

Business Associate must not use or disclose PHI in a manner that would violate Subpart E of 45 C F R Part 164 if done by the City

Business Associate agrees to make uses and disclosures and requests for PHI subject to the following minimum necessary requirements Business Associate must make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request, Business Associate agrees to make uses and disclosures and requests for PHI subject to minimum necessary provisions that are consistent with the City's minimum necessary policies and procedures

2 Safeguards of Protected Health Information Business Associate must use appropriate safeguards, and comply with Subpart C of 45 C F R Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for in this Business Associate Agreement or the underlying Agreement

3 Mitigation Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement

4 Reporting of Breaches and Security Incidents Business Associate must report to the City any use or disclosure of PHI not provided for by this Business Associate Agreement or the underlying Agreement of which it becomes aware, including Breaches of unsecured PHI as required at 45 C F R § 164 410, and any security incident of which it becomes aware Business Associate's report will include the information described in 45 C F R § 164 404(c) and such other information as the City may reasonably request

5 Applicability of Business Associate Agreement to Subcontractors and Agents In accordance with 45 C F R §§ 164 502(e)(1)(ii) and 164 308(b)(2), Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information See 45 C F R §§ 164 504(e) and 164 314(a) Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to

September 23, 2013

use appropriate safeguards, and comply with Subpart C of 45 C F R Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for in this Business Associate Agreement or the underlying Agreement

6 Designated Record Sets - Access If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or make available, at the request of the City, and in the time and manner designated by the City, PHI in a Designated Record Set, to the City or, as directed by City, to an individual or the individual's designee, as necessary to satisfy the City's obligations under 45 C F R § 164 524

7 Designated Record Sets – Amendment(s) If the Business Associate has PHI in a Designated Record Set, then the Business Associate must make any amendment(s) to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 C F R § 164 526 at the request of the City or an individual, in the time and manner designated by the City, or take other measures as necessary to satisfy the City's obligations under 45 C F R § 164 526

8 Internal Practices, Books, and Records Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the City available to the City, or, at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining compliance with HIPAA

9 Accounting of Disclosures Business Associate must maintain and make available, to the City or an individual, in the time and manner designated by the City, the information required to provide an accounting of disclosures to the individual as necessary to satisfy the City's obligations under 45 C F R § 164 528

10 Compliance with Obligations To the extent the Business Associate is to carry out one or more of the City's obligation(s) under Subpart E of 45 C F R Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the City in performance of such obligation(s)

11 Survival, Termination, and Return or Destruction of Protected Health Information The Business Associate's obligations under this Business Associate Agreement shall survive termination of the underlying Agreement and remain in effect

(a) until Business Associate has completed the return or destruction, at the City's option, of all of the PHI received from the City, or created, maintained, or received by Business Associate on behalf of City, which the Business Associate still maintains in any form, and

(b) to the extent that Business Associate maintains PHI in any form, if such return or destruction is not feasible

Business Associate shall retain no copies of the PHI Destruction must occur in accordance with the United States Department of Health and Human Services' *Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals*, available at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>, or successor documents

In the event that return or destruction is not feasible, and Business Associate maintains PHI in any form, Business Associate must limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the underlying Agreement shall govern HIPAA's privacy rule (45 C F R § 164 504(e)(2)) requires that the Business Associate authorizes termination of this Business Associate Agreement by the City, if the City determines that the Business Associate has violated a material term of this Business Associate Agreement

12 Designation of HIPAA Officers In the event that the Business Associate wishes to communicate with the City's HIPAA Privacy and Security Officers for purposes of this Business Associate Agreement, the contact information of such officers is as follows

Vanessa Burrows
HIPAA Privacy Officer
312-747-9698
hipaaprivacyofficer@cityofchicago.org

Arlan McMillan
HIPAA Security Officer
312-744-1345
hipaasecurityofficer@cityofchicago.org

EXHIBIT 7
LIST OF KEY PERSONNEL

Jennifer Lagoni, Executive Account Manager

Meagan McKone, Executive Account Manager

Damian Gonzalez, Account Executive II

Tom Stien, Sales Manager

Jumana DiHu, Program Manager

EXHIBIT 8
PROTOCOLS FOR ORDERS AND IT ORDER REQUESTS

EXHIBIT 8

PROTOCOLS FOR ORDERS AND REQUESTS

8.1. Authorization for Ordering

The Commissioner of each City department will designate the individual(s) from their Finance Unit who will be given the authority to place orders on CDWG's website. The Department of Innovation and Technology will be responsible for providing access to the online catalog for those individuals identified by their departments for ordering from the online catalog.

8.2 Online Catalog

Products specified in Exhibit 1 (excluding services) will be made available on the online catalog. Services will be procured as specified in Exhibit 8, Paragraph 8.4.

Any additions to the catalog will require the approval of the Commissioner of the Department of Innovation and Technology prior to its addition to CDWG's online catalog.

The Authorized Approver, as referenced in Exhibit 1, means the Commissioner of the Department of Innovation and Technology.

8.3 Ordering Process

The protocol for ordering line items from CDWG's catalog is as follows:

- Departments other than the Department of Innovation and Technology will be eligible to order only those items pre-approved for their order by the Commissioner of the Department of Innovation and Technology.
- For orders over \$50,000 – Departments must obtain approval from the Chief Information Officer prior to placing order with CDWG.

No order shall become binding until a Blanket Release is provided to CDWG by the City, consistent with the Agreement.

8.4 Statement of Work

The Department of Innovation and Technology may procure SOW services from CDWG. Statements of work shall be signed by the Chief Information Officer and the Chief Procurement Officer. Departments may utilize SOW services upon obtaining approval from DoIT.

If the SOW Services to be performed under an SOW are to be funded from a fund other than that identified by the number set forth in Section 4.3 of the Agreement, such change in funding must be approved by the Comptroller as well as the Chief Information Officer and the Chief Procurement Officer prior to the issuance of the SOW, and the applicable fund number must be included in the SOW form provided to CDWG.

8.5 Product and Service Offerings

The Department of Innovation and Technology and CDWG will meet quarterly to review the Product and services offerings. Revisions to the Product and services offerings are subject to the "Regulations of the

Department of Procurement Services for Task Order, Order, and Amendment Procedures for Hardware, Software and Technology Services Master Agreements”, incorporated herein by reference, and Exhibit 1, Paragraphs 1.1.19, 1.18 and 1 19.

8.6 Invoice Process

Departments are to assign one receipt number to all invoices from a placed order. All invoices batched under each assigned receipt number will be forwarded to the Comptroller’s Office in accordance with the City’s Centralized Invoicing Process

EXHIBIT 9
CONTRACTOR PRODUCT RETURN POLICY

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

EXHIBIT 10
TRAVEL GUIDELINES

CITY OF CHICAGO

TRAVEL GUIDELINES



City of Chicago
Mayor Rahm Emanuel

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TRAVEL POLICIES

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

This policy:

- Is not intended to cover routine local travel or local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out-of-town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors, regardless of funding sources (i.e. grants).
- Requires employees to secure the most economical means of travel, balancing cost, travel time and work requirements.
- Will be strictly enforced. Prior to travel, deviations from these guidelines must be justified in writing and approved by the Budget Director.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical arrangements available at that time.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

GENERAL APPROVAL

GENERAL REQUIREMENTS

The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony.
- As a stipulation or condition of grant funding or otherwise required for state or federal certification.
- Presentation on behalf of the City at a conference or seminar.
- Financial or tax audit.
- Site visits or operational evaluations related to departmental improvement efforts.
- Court proceedings or case preparation.
- Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the City; representation at the event is in the best interest of the City, and the topic is related to an employee's professional development.

LIMITS ON PARTICIPANTS

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees unless otherwise approved by OBM. See page 15 for counties that comprise the Chicago metropolitan area.

BOARD OF ETHICS PROVISIONS

The two relevant provisions of the Governmental Ethics Ordinance are §§ 2-156-142(d) (10) and (12). They provide exceptions to the \$50 gift limitations for the following kinds of travel to be paid by a third party, not pursuant to a contract or grant (note: the \$50 gift limitation applies to anything given or offered beyond reasonable business-related travel, for example, golf expenses or little acrylic paperweights):

GENERAL APPROVAL CONTINUED

- (10) Any material or travel expense for meetings related to a public or governmental educational purpose, provided that any such travel has been approved in advance by the board [of Ethics], and further provided that such travel is reported to the board [of Ethics] within 10 days of completion thereof.
- (12) Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with meetings, public events, appearances or ceremonies related to official city business, if furnished by a sponsor of such meeting or public event, and further provided that such travel and expenses, entertainment, meals or refreshments are reported are to the board [of Ethics] within 10 days of acceptance thereof.

It is the traveler's responsibility to contact the Board of Ethics.

TRAVEL APPROVAL PROCEDURE

- All travel arrangements are required to be secured through the City's designated travel management agency Corporate Travel Management Group (CorpTrav).
- Booking for airfare should be accessed through the CorpTrav on-line service, GetThere at wcp.getthere.net/corptravonline. Phone reservations to 877-448-9868 are allowed when travel arrangements require additional services not available in the on-line booking site. An additional fee is charged when reservations are booked through the phone reservation system.
- All travel outside the Chicago metropolitan area requires approval from OBM. See page 15 for counties that comprise the Chicago metropolitan area.
- A completed Travel Request Form (page 18) and supporting documentation must be approved by the appropriate department head and submitted to OBM as far in advanced as possible, but no later than ten (10) business days prior to the date of travel.

GENERAL APPROVAL CONTINUED

- Supporting documentation should include:
 - a cover memo from the department head justifying the benefit to the City that will result in the employee attending the conference, meeting, or training, etc.;
 - an agenda;
 - and the CorpTrav travel cost quote.
- The City is not obligated to reimburse employees for travel expenses that do not comply with the travel guidelines, or those not previously approved by OBM.
- If there is a disputed reimbursement, a representative from the Department of Finance will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account .0245, unless travel is related to a specific funding source or paid by a third party.
- Travel paid by a third party or employee, must adhere to these Travel Guidelines and the City's Ethic's rules.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES (U.S)

- All requests for City travel outside the continental U.S. must be submitted to OBM as far in advanced as possible, but no later than fifteen (15) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

REIMBURSEABLE TRAVEL EXPENSES

TRANSPORTATION

- City-owned Vehicles
 - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
- Personal Vehicles
 - Employees may use personal automobiles for business travel within a 300-mile radius of Chicago.
 - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance mileage reimbursement or applicable Collective Bargaining Agreement, but in no event will the reimbursement exceed the cost of coach airfare.
 - Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.
 - Parking and toll expenses will be reimbursed separately with original receipts.
 - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.

Refer to the City of Chicago, Department of Fleet and Facility Management vehicle policy for other rules and regulations regarding the use of City-owned and personal vehicles.

- Car Rental
 - Car rental will not be approved for travel within the Chicago metropolitan area. City vehicles administered through

REIMBURSEABLE TRAVEL EXPENSES CONTINUED

the Department of Fleet and Facility Management Flex Fleet or ZIP Car programs should be reserved for such travel.

- Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other modes of transportation impractical.
- Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.
- Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.
- Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by OBM.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Original receipts are required for reimbursement.
- Common Carrier (Air, Train, Bus)
 - Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares.
 - Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.
 - No traveler may select tickets on a specific carrier or airport for any reason while on City business, unless it is the most economical fare.
 - First-class and business upgrades are prohibited.
 - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
 - Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.

REIMBURSEABLE TRAVEL EXPENSES CONTINUED

- Ground Transportation
(Taxis, Public Transportation, Livery Service)
 - Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.
 - Shuttle service or public transportation is encouraged.
 - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form (page 16).
 - Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.
 - Gratuity for ground transportation is the sole responsibility of the traveler.
 - Original receipts are required for reimbursement.



REIMBURSEABLE TRAVEL EXPENSES CONTINUED

LODGING

- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" section of this policy (page 16), exclusive of applicable taxes.
- Employees may stay at higher priced hotels, but will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and if approved by OBM.
- Hotel lodging within the Chicago metropolitan area (page 15) is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement
- Original receipts are required for reimbursement.

MEALS

- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (page 16) section of this policy, as reimbursement for all meals inclusive of tax and gratuity. The per diem allowance is the maximum amount allowed for meals.
- Travelers are only allowed 50% of the per diem allowance on the first and last days of travel and only to the extent of their expenditure.
- Fifty percent (50%) of the per diem rate is allowed for travel that does not require an overnight stay.
- The traveler will only be reimbursed during travel for original itemized receipts submitted not to exceed the per diem allowance.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.

REIMBURSEABLE TRAVEL EXPENSES CONTINUED

CONFERENCE REGISTRATION FEES

- Registration fees should be charged to the department's education and professional development accounts (.0169) unless travel is required under a specific funding source.
- Every effort should be made to take advantage of early registration or group rate discounts.

ADDITIONAL EXPENSES

Business-Related Expenses

- Business-related expenses incurred while on City travel may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
 - Internet connections
 - Sending or receiving faxes
 - Photocopying
 - Express mail services
- Original receipts must be provided for reimbursement.

Laundry

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
- Original receipts are required for reimbursement.

Telephone Calls

- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- When possible, employees should avoid surcharges by using cell phones.

REIMBURSEABLE TRAVEL EXPENSES CONTINUED

- Business calls may be reimbursed at the discretion of the department head.
- Original receipts are required for reimbursement.

Incidentals

- Reimbursement for incidental expenses will be approved at the discretion of the department head.
- Original receipts are required to reimbursement traveler for incidentals not listed above.

Travel Expense Advances

- Cash advances are not allowed.

TRAVEL BY CITY OF CHICAGO CONSULTANTS

Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.

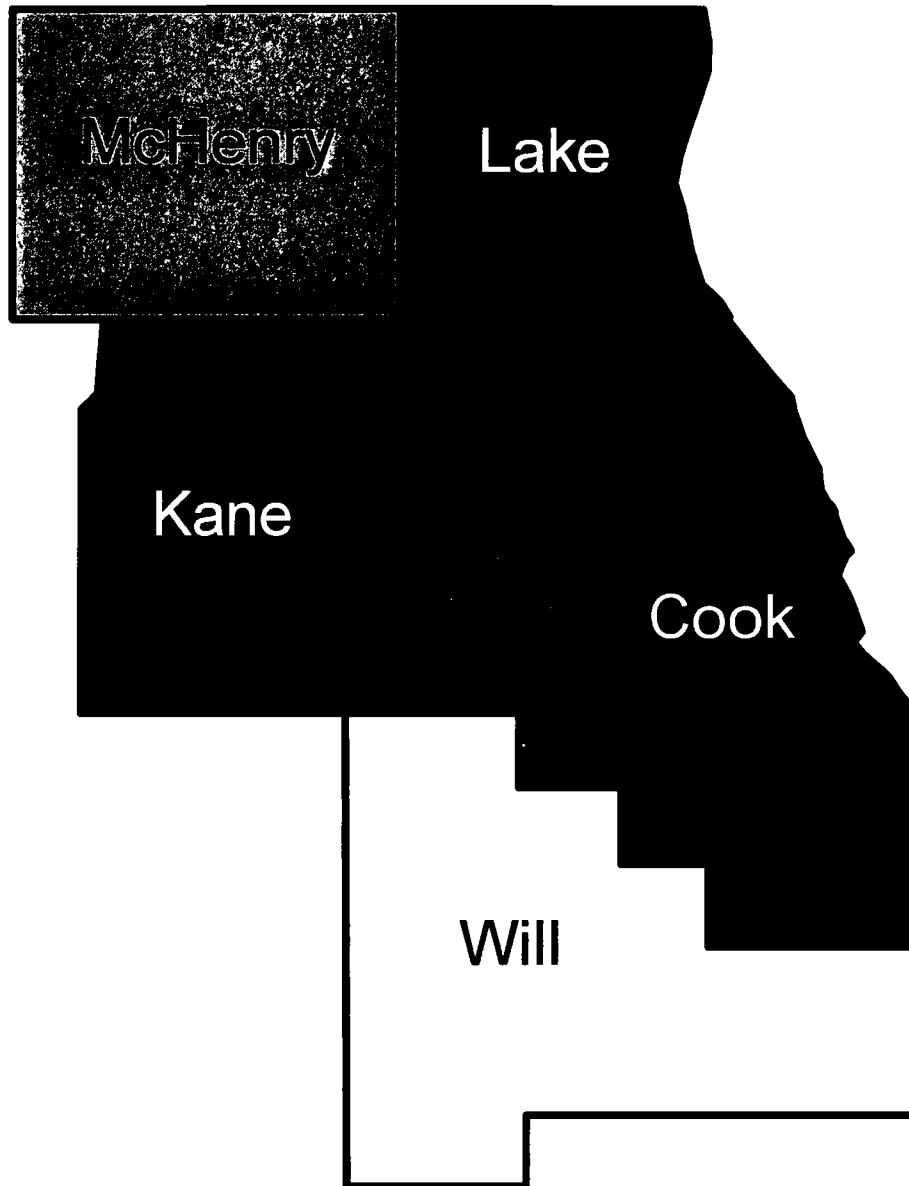
- Travel by non-employees at the invitation of the City must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses within the per diem rate schedule (page 16), not a flat per diem.

REIMBURSEABLE TRAVEL EXPENSES CONTINUED

NON-REIMBURSEABLE TRAVEL EXPENSES

- Non-reimbursable expenses include, but are not limited to, the following:
 - Additional charges for hotel or room upgrades or special “club” floors
 - Alcoholic beverages
 - Airline baggage fees for stays of two nights or less
 - Coat check services
 - Entertainment, including but not limited to in-room movies
 - Late check-out and any guarantee charges
 - Parking or moving violation tickets
 - Personal services (i.e. health club, massage, personal maintenance)
 - Spousal or other family expenses
 - Toiletries
 - Travel accident insurance
 - Other expenses of a purely personal nature and not listed as reimbursable in these guidelines

CHICAGO METROPLITAN AREA



TRAVEL REIMBURSEMENT RATES

Reimbursement rates are categorized by relative travel costs associated with certain cities. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

	GROUP 1 CITIES	GROUP 2 CITIES	GROUP 3 CITIES	GROUP 4 CITIES
	Boston, MA Los Angeles, CA Miami, FL New York, NY & Metro Areas San Francisco, CA Washington, DC & Metro Areas	Atlanta, GA Chicago, IL Baltimore, MD Philadelphia, PA San Jose, CA Seattle, WA White Plains, NY	Cleveland, OH Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Madison, WI Memphis, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Springfield, IL** St Louis, MO Tampa, FL Honolulu, HI	Columbus, OH Cleveland, OH Hartford, CT Kansas City, MO Louisville, KY Madison, WI Milwaukee, WI Nashville, TN Pittsburgh, PA
Including parking at point of departure	\$55	\$50	\$40	\$40
AIR: Coach Economy RAIL: Economy PERSONAL CAR*: \$.565/mile	Coach Economy Economy \$.565/mile	Coach Economy Economy \$.565/mile	Coach Economy Economy \$.565/mile	Coach Economy Economy \$.565/mile
Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement	\$250	\$225	\$150	\$125
Including tax and gratuity	\$65	\$60	\$55	\$50

* Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2012 rate is listed. When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group 3.

TRAVEL REQUEST FORM

Name _____ Department _____
Purpose of Travel _____ Bureau/Division _____
Destination _____
Funding Code _____ Departure Day and Date _____
(If more than one code is used, specify amount per code) Return Day and Date _____
Third Party Travel ☐ If yes, please provide documentation from the Board of Ethics confirming review

TRAVEL EXPENSE ESTIMATE

TO BE COMPLETED AND SUBMITTED 10 BUSINESS DAYS PRIOR TO TRAVEL TO THE
OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION

Estimated Expense(s) Pick City _____
Transportation \$ _____
Ground Transportation \$ _____
Meals # of days of travel _____
1st and last day 1/2 the per diem rate _____ days @ _____ per day \$ _____
Lodging _____ nights @ _____ per day \$ _____
Registration (Acct 0169) \$ _____
Other Expenses (please list)
Other _____ \$ _____
_____ \$ _____
_____ \$ _____
CorpTrav Service Fee \$ _____
TOTAL ESTIMATE \$ _____

I have reviewed this travel request, and find

- The purpose of this trip fulfills an important public objective,
- This trip adheres to the City of Chicago Travel Policy, and
- The purpose of the trip cannot be fulfilled locally

TRAVELER _____ DATE _____
DEPARTMENT HEAD _____ DATE _____
OBM ANALYST _____ DATE _____
OBM DIRECTOR _____ DATE _____
CHIEF OF STAFF* _____ DATE _____

* for international travel and non-employees

Please attach approved Request Form to Expense Statement when submitting for reimbursement

CITY OF CHICAGO TRAVEL GUIDELINES

Department Submit to Comptroller's Audit Section

[illegible]



Exhibit 11

Data Protection Requirements for Contractors, Vendors and Third-Parties

FINAL (4/2/13) with contract specific modifications – per Agreement section 2 5(a)
contact City before providing this to Software vendors

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity, the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information

1 Information Security Contractor agrees to the following

- 1 1 General Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so
- 1 2 Access to Data In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice
- 1 3 Minimum Standard for Data at Rest and Data in Motion Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation, 800-77, Guide to

IPsec VPNs, or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated

- 1 4 Where Data is to be Stored All data must be stored only on computer systems located in the continental United States
- 1 5 Requirement to Maintain Security Program Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html ("City Program") Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Protected Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information, (iii) protect against unauthorized access to or use of Protected Information, (iv) ensure the proper disposal of Protected Information, and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing
- 1 6 Undertaking by Contractor Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program
- 1 7 Right of Audit by the City of Chicago The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement During the performance of the Services, from time to time and with a minimum of 30 days notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an audit of Contractor's information security program In lieu of an audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program
- 1 8 Audit by Contractor During commercially reasonable intervals, Contractor shall conduct an independent third-party audit of its information security program from time to time and provide such audit findings to the City of Chicago, all at the Contractor's sole expense Findings may be redacted and be subject to confidentiality limitations
- 1 9 Audit Findings Contractor shall implement at its sole expense any reasonable remedial actions as identified by the City as a result of the audit
- 1 10 Demonstrate Compliance - PCI No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard) Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor)
- 1 11 Demonstrate Compliance - HIPAA / HITECH If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City As specified in 1 3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals "
- 1 12 Data Confidentiality Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody
- 1 13 Compliance with All Laws and Regulations Contractor agrees that it will comply with all applicable laws and regulations

- 1 14 Limitation of Access To the extent permitted by law, Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose substantially similar obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1 15 Data Re-Use Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1 16 Safekeeping and Security Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1 17 Mandatory Disclosure of Protected Information If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1 18 Data Breach Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1 19 Data Sanitization and Safe Disposal All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220 28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1 20 End of Agreement Data Handling The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.